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Impact of The Uniform Child  
Custody Jurisdiction Act\*

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Legal assistance officers have long been aware of the unsettled state of the law regarding custody of children. There was uncertainty regarding which state had jurisdiction to determine custody when more than one state could be selected as the possible forum.<sup>1</sup> There was additional uncertainty whether a custody decree rendered in one state would be recognized and enforced in another state.<sup>2</sup> This situation resulted from the many and varied circumstances upon which custody jurisdiction could be based<sup>3</sup> and the holding in *Halvey v. Halvey*<sup>4</sup> that the Constitution does not require one state to give full faith and credit to the custody de-

\* The Uniform Child Custody Jurisdiction Act is included as an Appendix to this article.

<sup>1</sup> Frumkes and Elser, *The Uniform Child Custody Jurisdiction Act—The Florida Experience*, 53 FLA. B.J. 684 (1979). [hereinafter cited as Frumkes and Elser, *U.C.C.J.A.—Florida*].

<sup>2</sup> *Id.*

<sup>3</sup> See 24 AM. JUR. 2d *Divorce and Separation* §§ 773-775 (1966); Annot., 4 A.L.R. 7 (1963); Annot., 9 A.L.R. 2d (1950).

<sup>4</sup> N.Y. *ex rel. Halvey v. Halvey*, 330 U.S. 610 (1947).

cree of another state.<sup>5</sup> These uncertainties in the law resulted in forum shopping by noncustodial parents, child abduction<sup>6</sup>, and continuing controversy and relitigation of custody decrees. To the military legal assistance officer, who is a member of the bar of State A rendering legal advice at a post in State B to a servicemember residing in State B but domiciled in State C regarding custody proceedings initiated by the servicemember's estranged spouse currently residing in State D but a domiciliary of State E, the task of providing the requested legal advice with any degree of accuracy usually appeared insurmountable.

The Uniform Child Custody Jurisdiction Act<sup>7</sup> (U.C.C.J.A.) has provided a solution to many of the problems currently arising from the uncertainty of the law governing child custody. It is essential that the military legal assistance attorney be familiar with the provisions of the

U.C.C.J.A. in order to render the best possible advice to clients.

### History

In the early 1960's it became obvious that some action was necessary to bring order to the laws regarding child custody. A greater number of divorces resulted in increased and extended litigation over custody of children. The incidence of child abductions by parents seeking a favorable forum in which to file their action likewise grew. The Family Law Section of the American Bar Association was instrumental in drafting a uniform law authorized in 1965 by the National Conference of Commissioners of Uniform Laws.<sup>8</sup> The completed draft was presented to the commissioners and promulgated by them in 1969. That same year the U.C.C.J.A. was approved by the American Bar Association.<sup>9</sup> By October of 1979, 39 of the 50 states had adopted the Act.<sup>10</sup> On 29 December

<sup>5</sup> *Id.*

<sup>6</sup> Bodenheimer, *Progress Under the Uniform Child Custody Jurisdiction Act and Remaining Problems, Punitive decrees, Joint Custody, and Excessive Modifications*, 65 CALIF. L. REV. 978 (1977). Professor Bodenheimer estimates 100,000 child abductions a year in 1977.

<sup>7</sup> Hereinafter referred to as the "U.C.C.J.A." or as "the Act."

<sup>8</sup> Bodenheimer, *The Uniform Child Custody Jurisdiction Act: A Legislative Remedy for Children Caught in the Conflict of Laws*, 22 VAND. L. REV. 1257 (1969).

<sup>9</sup> Frumkes and Elser, *U.C.C.J.A.—Florida*, *supra*, note 1.

<sup>10</sup> *Id.*

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1980, the President of the United States signed into law a bill requiring state courts to give full faith and credit to the custody decrees of other states. The bill elaborates on that requirement by incorporating several key sections of the U.C.C.J.A.<sup>11</sup>

### Purpose

Examination of particular sections of the U.C.C.J.A. should be preceded by inquiry into the purposes behind the Act. Section 1 reveals not only its purposes in general, but also the spirit in which its provisions should be interpreted. As the commissioners have noted, each section of the Act must be read and applied with these purposes in mind.<sup>12</sup>

The Act is intended to avoid jurisdictional conflict between sister states in matters of child custody so that cooperation will result in a decree of custody being rendered in the state best situated to decide the case in the best interest of the child.<sup>13</sup> The state best situated is that state having the closest connection with the child and the family, and where significant evidence essential to an informed custody order is most readily available.<sup>14</sup> Continuing controversies, unilateral removal and abductions of children, and relitigation of other states' custody decisions are discouraged by the Act, although it seeks to encourage the enforcement of decrees and the expanded transmittal of information between courts.<sup>15</sup> It is through interstate cooperation that these aims will be achieved. Any state other than the "best situated" state *should* decline to exercise jurisdiction upon determining that the child and family have a closer connection with another state and that the other state should exercise jurisdiction.<sup>16</sup>

Courts do appear, for the most part, to be applying the provisions of the Act in the spirit intended. For instance, a New York court construing a particular provision of the U.C.C.J.A. has indicated that its provisions must be read in light of the Act's general purposes of avoiding jurisdictional competition with courts of other states and discouraging continued controversy and relitigation of custody decrees.<sup>17</sup> Remarks have also been made of the intent of the Act to curtail "childnapping" and forum shopping which generate instability for the children involved.<sup>18</sup> The various sections of the Act do not completely eliminate the possibility of controversy in and of themselves. It is only their application by courts in the spirit for which they are intended that will lend stability to the area of the law involving child custody.

### Jurisdiction

Section 3 of the Act provides the criteria for determining which state is best situated and able to exercise jurisdiction in custody proceedings. This section enumerates four specific bases for jurisdiction, the first two of which are considered to be the major bases upon which amenability to jurisdiction will be decided.

The first major basis of jurisdiction involves the concept of a "home state." The home state is defined as the state in which the child lived with one or both parents, or a person acting as a parent, for at least six consecutive months immediately prior to the filing of the custody petition.<sup>19</sup> Temporary absences are included within the six month period.<sup>20</sup> If the child is less than six months old, the home state is that state in which the child lived from birth with a parent or acting parent.<sup>21</sup> If there is an identi-

<sup>11</sup> 7 Fam. L. Rep. (BNA) 1033. Incorporated into 28 U.S.C. were Sections 2,3,6, and 12-14.

<sup>12</sup> 9 U.L.A. 117 (1979).

<sup>13</sup> U.C.C.J.A. § 1.

<sup>14</sup> *Id.*

<sup>15</sup> *Id.*

<sup>16</sup> *Id.* (Emphasis added).

<sup>17</sup> Application of Bacon, 412 N.Y.S.2d 282, 97 Misc. 2d 688 (1978).

<sup>18</sup> Fernandez v. Fernandez, 411 N.Y.S.2d 134, 97 Misc. 353 (1978).

<sup>19</sup> U.C.C.J.A. § 2(5).

<sup>20</sup> *Id.*

<sup>21</sup> *Id.*

fiable home state then it can assume jurisdiction to make a custody determination by initial or modification decree.<sup>22</sup> A home state can continue to assert jurisdiction over a case filed there for up to six months following the departure of the child from the state, providing such departure resulted from: (1) removal or retention of the child by a person claiming custody or for other reasons; and (2) a parent or person acting as a parent continues to live in the home state.<sup>23</sup> This provision enables the parent remaining in the home state, if he or she acts promptly, to initiate action there without resorting to following the departed spouse and child. It also changes the law in those states requiring presence of the child as a condition for jurisdiction.<sup>24</sup>

The second major jurisdictional basis arises either: (1) when the "home state" test cannot be met; or (2) when an alternative to the home state test is necessary by virtue of the surrounding circumstances. It allows a state to assume jurisdiction when it is in the *best interest of the child* to do so because the child and the parents, or the child and at least one contestant, have significant connections with the state and substantial evidence upon which the court can base an informed custody decree is available within the state.<sup>25</sup> This non-"home state" basis for jurisdiction would allow a state to assume jurisdiction when the child has lived in no one state for six consecutive months prior to the filing of the petition. For example, a servicemember, spouse, and their child have been residents of North Carolina for two months, having moved there from Texas by way of a four-month temporary duty assignment in Georgia. North Carolina can assume jurisdiction even though none of the states was the child's home for six consecutive months prior to the filing of the petition.

An example of when an alternative to the "home state" test might be necessary could

arise under the following scenario: A family consisting of the father, mother, and eight-year-old child have resided in Georgia for six years. They moved to Oklahoma for three months before moving to Texas. Seven months after arriving in Texas the father takes the child back to Georgia and seeks to institute action to obtain a decree of custody. Georgia does not fit the definition of "home state," and Texas does. However, by virtue of the significant connections with the state of Georgia and the availability there of substantial evidence concerning the child's present or future care, protection, training, and personal relationships, a court in Georgia *may* assume jurisdiction. It is important to note here that this basis for jurisdiction, just as the six month extension to the "home state" basis, does not require the immediate presence of the child. The husband could have traveled back to Georgia without the child and a Georgia court might still assume jurisdiction. This basis for jurisdiction is to be invoked only if it is in the best interest of the child. The best interest of the child is served when the forum has maximum access to evidence about the family and the child.<sup>26</sup> The interests or inconveniences of the feuding parties are irrelevant. What will be considered as significant connections appears to include the presence of relations, particularly grandparents, of either side.<sup>27</sup> It is important to note that the mother remaining in Texas could also institute custody action in that state under the "home state" basis for jurisdiction. Dual jurisdiction *can* exist under the circumstances presented, but it will only be exercised by one of the states because of the provisions of Section 6, Simultaneous Proceedings in Other States, and Section 7, Inconvenient Forum.

Under the third basis, a court may assume jurisdiction if the child is physically present within the state *and* the child has been abandoned or it is necessary in an emergency to protect the child that has been subjected to or

<sup>22</sup> U.C.C.J.A. § 3(a)(1)(i).

<sup>23</sup> U.C.C.J.A. § 3(a)(1)(ii) (Emphasis added).

<sup>24</sup> 9 U.L.A. 123 (1979); see also note 3, *supra*.

<sup>25</sup> U.C.C.J.A. § 3(a)(2) (Emphasis added).

<sup>26</sup> 9 U.L.A. 124 (1979).

<sup>27</sup> Frumkes and Elser, *U.C.C.J.A.—Florida, supra*, note 1 at 690.

threatened with mistreatment or abuse, or is otherwise neglected.<sup>28</sup> To remain constant with the spirit of the Act in promoting interstate cooperation and to preclude this basis from being utilized improvidently, the requirement of the child's physical presence in the state is strictly construed. Neglect without emergency or abandonment would not give rise to jurisdiction under this jurisdictional basis.<sup>29</sup>

The final ground for jurisdiction arises if: (1) no other state would be able to assume jurisdiction under the first three bases or if another state has declined jurisdiction in favor of the state currently considering the matter because that state is viewed as the most appropriate forum; and (2) it is in the best interest of the child.<sup>30</sup>

### Conflicts

If more than one state court satisfies a jurisdictional requirement of the Act, conflict over jurisdiction may occur among state courts. Section 6 of the Act gives insight on this area of possible conflict as it does with the area of simultaneous proceedings. The main purpose of the section is to avoid jurisdictional conflict by all means available.<sup>31</sup> Section 6 provides that State *B* will not exercise jurisdiction upon the filing of a petition if a proceeding concerning custody of the child is already pending in another state whose exercise of jurisdiction substantially conforms with the Act, unless that state has stayed its jurisdiction under belief that State *B* is the more appropriate forum. This provision also places upon State *B* the duty to inquire regarding possible prior proceedings and to direct inquiry to other state courts if there is reason to believe a prior action may have been filed.<sup>32</sup> If information of

possible prior actions surfaces, State *B* must stay the proceeding and communicate with the other court(s) to assure that the custody issue is litigated in the more appropriate forum.<sup>33</sup>

### Full Faith And Credit

Sections 12-14 of the U.C.C.J.A. enabled the states to give full faith and credit to sister state decrees prior to 29 December 1980. Now, as a result of legislative enactment, such full faith and credit will be *required*. These sections and the legislated full faith and credit mandate are still subject to attack by disgruntled parents not present in the jurisdiction when child custody rights were adjudicated.

Section 12 of the U.C.C.J.A. concerns the intrastate validity of a decree rendered pursuant to the provisions of the Act. Under Section 13, a custody decree rendered by a court in State *A* asserting jurisdiction under Section 3, is binding on all parties: who have had an opportunity to be heard and who: (1) were served with process within State *A*; or, (2) were notified outside State *A* via notification procedures of Section 5; or (3) have submitted to the State *A* court's jurisdiction. The Act contemplates a binding custody decree even upon a parent outside the rendering state as long as there was the opportunity to be heard.<sup>34</sup> It does not require technical personal jurisdiction. This result is reached by virtue of the definition of a "custody determination" related in Section 2(2): "a court decision and court orders and instructions providing for the custody of a child, including visitation rights; it does not include a decision relating to child support or any other monetary obligation of any person . . ."<sup>35</sup>

mation of other custody proceedings concerning the same child, and knowledge of any other persons claiming custody rights with respect to the child.

<sup>28</sup> U.C.C.J.A. § 3(a)(3) (Emphasis added).

<sup>29</sup> 9 U.L.A. 124 (1979).

<sup>30</sup> U.C.C.J.A. § 3(a)(4).

<sup>31</sup> 9 U.L.A. 134 (1979).

<sup>32</sup> U.C.C.J.A. § 6(b). Section 9 of the Act requires the first pleading of every party to divulge, under oath, certain information including participation in or infor-

<sup>33</sup> U.C.C.J.A. § 6(c). Sections 16-22 of the Act also deal with communications and aid to be given to and requested from sister state courts to promote cooperation and informed decisions in the best interests of the child.

<sup>34</sup> U.C.C.J.A. § 12.

<sup>35</sup> U.C.C.J.A. § 2(2).

and reliance upon the traditional theory that custody determinations are proceedings in rem.<sup>36</sup> While this legal reasoning is sufficient when dealing with intrastate validity and enforcement of the decree, it faces serious opposition when carried forward to the realm of interstate full faith and credit under Section 13.

Section 13 mandates that custody decrees of sister states must be recognized and enforced as long as the state rendering the decree: (1) has also adopted the Act; (2) has jurisdiction requirements substantially similar to those of the Act; or (3) would have had jurisdiction under the facts of the case if the Act had been in effect in the state.<sup>37</sup> Thus, interstate recognition and enforcement of a decree rendered under Section 12's in rem jurisdiction is required even though no personal jurisdiction may have been effected over one of the parties.

The provision directly conflicts with the decision in *May v. Anderson*.<sup>38</sup> In that case, in personam jurisdiction was required over a parent faced with the loss of a child. The U.C.C.J.A. purposely deleted the requirement of in personam jurisdiction in light of the criticism this decision received, and the concurring view of Mr. Justice Frankfurter that personal jurisdiction had not been required.<sup>39</sup> Whether the Act will withstand a constitutional challenge by a parent deprived of custody rights

without in personam jurisdiction remains to be answered.<sup>40</sup>

Section 14 of the U.C.C.J.A. provides for jurisdiction to continue with the state court that originally rendered a decree until it either loses jurisdiction under other provisions of the Act or it declines to assume jurisdiction to modify the decree.<sup>41</sup> Circumstances which will give rise to a change in state court jurisdiction are numerous in today's highly mobile society.

### Conclusion

Those provisions of the U.C.C.J.A. incorporated into federal law are binding on all states, even those which have not adopted the Act. These sections will no doubt be the subject of increased discussion and litigation. The Act must be examined in its entirety to appreciate fully its scope and the benefits that it can produce. The U.C.C.J.A. must be enforced by the courts of all states in the spirit in which it was written in order for it to work properly and maximize the benefits available under it. It is the job of family court judges to make the Act work. It is the job of the attorney—especially one who is employed or serves in the area of general legal assistance—to be familiar with the U.C.C.J.A. so that informed and proper advice concerning custody may be rendered.

### Appendix

## UNIFORM CHILD CUSTODY JURISDICTION ACT

### SECTION 1. [*Purposes of Act; Construction of Provisions.*]

(a) The general purposes of this Act are to:

(1) avoid jurisdictional competition and conflict with courts of other states in matters

of child custody which have in the past resulted in the shifting of children from state to state with harmful effects on their well-being;

(2) promote cooperation with the courts of other states to the end that a custody decree is

<sup>36</sup> 9 U.L.A. 150 (1979).

<sup>37</sup> 9 U.L.A. 151 (1979).

<sup>38</sup> 345 U.S. 528 (1953).

<sup>39</sup> Frumkes and Elser, *U.C.C.J.A.—Florida*, *supra*, note 1 at 687.

<sup>40</sup> See Bodenheimer, *The Uniform Child Custody Jurisdiction Act: A Legislative Remedy for Children Caught in the Conflicts of Laws*, 22 VAND. L. REV. 1207 (1969), and Lozoff, *The Due Process Dilemma of the Uniform Child Custody Jurisdiction Act*, 6 OHIO N.L. REV. 586 (1979).

• U.C.C.J.A. § 14.

rendered in that state which can best decide the case in the interest of the child;

(3) assure that litigation concerning the custody of a child take place ordinarily in the state with which the child and his family have the closest connection and where significant evidence concerning his care, protection, training, and personal relationships is most readily available, and that courts of this state decline the exercise of jurisdiction when the child and his family have a closer connection with another state;

(4) discourage continuing controversies over child custody in the interest of greater stability of home environment and of secure family relationships for the child;

(5) deter abductions and other unilateral removals of children undertaken to obtain custody awards;

(6) avoid re-litigation of custody decisions of other states in this state insofar as feasible;

(7) facilitate the enforcement of custody decrees of other states;

(8) promote and expand the exchange of information and other forms of mutual assistance between the courts of this state and those of other states concerned with the same child; and

(9) make uniform the law of those states which enact it.

(b) This Act shall be construed to promote the general purposes stated in this section.

## SECTION 2. [Definitions.] As used in this Act:

(1) "contestant" means a person, including a parent, who claims a right to custody or visitation rights with respect to a child;

(2) "custody determination" means a court decision and court orders and instructions providing for the custody of a child, including visitation rights; it does not include a decision relating to child support or any other monetary obligation of any person;

(3) "custody proceeding" includes proceed-

ings in which custody determination is one of several issues, such as an action for divorce or separation, and includes child neglect and dependency proceedings;

(4) "decree" or "custody decree" means custody determination contained in a judicial decree or order made in a custody proceeding, and includes initial decree and modification decree;

(5) "home state" means the state in which the child immediately preceding the time involved lived with his parents, a parent, or a person acting as parent, for at least 6 consecutive months, and in the case of a child less than 6 months old the state in which the child lived from birth with any of the persons mentioned. Periods of temporary absence of any of the named persons are counted as part of the 6-month or other period;

(6) "initial decree" means the first custody decree concerning a particular child;

(7) "modification decree" means a custody decree which modifies or replaces a prior decree, whether made by the court which rendered the prior decree or by another court;

(8) "physical custody" means actual possession and control of a child;

(9) "person acting as parent" means a person, other than a parent, who has physical custody of a child and who has either been awarded custody by a court or claims a right to custody; and

(10) "state" means any state, territory, or possession of the United States, the Commonwealth of Puerto Rico, and the District of Columbia.

## SECTION 3. [Jurisdiction.]

(a) A court of this State which is competent to decide child custody matters has jurisdiction to make a child custody determination by initial or modification decree if:

(1) this State (i) is the home state of the child at the time of commencement of the proceeding, or (ii) had been the child's home state

within 6 months before commencement of the proceeding and the child is absent from this State because of his removal or retention by a person claiming his custody or for other reasons, and a parent or person acting as parent continues to live in this State; or

(2) it is in the best interest of the child that a court of this State assume jurisdiction because (i) the child and his parents, or the child and at least one contestant, have a significant connection with this State, and (ii) there is available in this State substantial evidence concerning the child's present or future care, protection, training, and personal relationships; or

(3) the child is physically present in this State and (i) the child has been abandoned or (ii) it is necessary in an emergency to protect the child because he has been subjected to or threatened with mistreatment or abuse or is otherwise neglected [or dependent]; or

(4) it appears that no other state would have jurisdiction under prerequisites substantially in accordance with paragraphs (1), (2), or (3), or another state has declined to exercise jurisdiction on the ground that this State is the more appropriate forum to determine the custody of the child, and (ii) it is in the best interest of the child that this court assume jurisdiction.

(b) Except paragraphs (3) and (4) of subsections (a), physical presence in this State of the child, or of the child and one of the contestants, is not alone sufficient to confer jurisdiction on a court of this State to make a child custody determination.

(c) Physical presence of the child, while desirable, is not a prerequisite for jurisdiction to determine his custody.

**SECTION 4. [Notice and Opportunity to be Heard.]** Before making a decree under this Act, reasonable notice and opportunity to be heard shall be given to the contestants, any parent whose parental rights have not been previously terminated, and any person who has physical custody of the child. If any of these persons is outside this State, notice and oppor-

tunity to be heard shall be given pursuant to section 5.

**SECTION 5. [Notice to Persons Outside this State; Submission to Jurisdiction.]**

(a) Notice required for the exercise of jurisdiction over a person outside this State shall be given in a manner reasonably calculated to give actual notice, and may be:

(1) by personal delivery outside this State in the manner prescribed for service of process within this State;

(2) in the manner prescribed by the law of the place in which the service is made for service of process in that place in an action in any of its courts of general jurisdiction;

(3) by any form of mail addressed to the person to be served and requesting a receipt; or

(4) as directed by the court [including publication, if other means of notification are ineffective].

(b) Notice under this section shall be served, mailed, or delivered, [or last published] at least [10, 20] days before any hearing in this State.

(c) Proof of service outside this State may be made by affidavit of the individual who made the service, or in the manner prescribed by the law of this State, the order pursuant to which the service is made, or the law of the place in which the service is made. If service is made by mail, proof may be a receipt signed by the addressee or other evidence of delivery to the addressee.

(d) Notice is not required if a person submits to the jurisdiction of the court.

**SECTION 6. [Simultaneous Proceedings in Other States.]**

(a) A court of this State shall not exercise its jurisdiction under this Act if at the time of the filing of the petition a proceeding concerning the custody of the child was pending in a court of another state exercising jurisdiction substantially in conformity with this Act, unless



the proceeding is stayed by the court of the other state because this State is a more appropriate forum or for other reasons.

(b) Before hearing the petition in a custody proceeding the court shall examine the pleadings and other information supplied by the parties under section 9 and shall consult the child custody registry established under section 16 concerning the pendency of proceedings with respect to the child in other states. If the court has reason to believe that proceedings may be pending in another state it shall direct an inquiry to the state court administrator or other appropriate official of the other state.

(c) If the court is informed during the course of the proceeding that a proceeding concerning the custody of the child was pending in another state before the court assumed jurisdiction it shall stay the proceeding and communicate with the court in which the other proceeding is pending to the end that the issue may be litigated in the more appropriate forum and that information be exchanged in accordance with sections 19 through 22. If a court of this state has made a custody decree before being informed of a pending proceeding in a court of another state it shall immediately inform the court of the fact. If the court is informed that a proceeding was commenced in another state after it assumed jurisdiction it shall likewise inform the other court to the end that the issues may be litigated in the more appropriate forum.

#### SECTION 7. [*Inconvenient Forum.*]

(a) A court which has jurisdiction under this Act to make an initial or modification decree may decline to exercise its jurisdiction any time before making a decree if it finds that it is an inconvenient forum to make a custody determination under the circumstances of the case and that a court of another state is a more appropriate forum.

(b) A finding of inconvenient forum may be made upon the court's own motion or upon motion of a party or a guardian ad litem or other representative of the child.

(c) In determining if it is an inconvenient forum, the court shall consider if it is in the best interest of the child that another state assume jurisdiction. For this purpose it may take into account the following factors, among others:

(1) if another state is or recently was the child's home state;

(2) if another state has a closer connection with the child and his family or with the child and one or more of the contestants;

(3) if substantial evidence concerning the child's present or future care, protection, training, and personal relationships is more readily available in another state;

(4) if the parties have agreed on another forum which is no less appropriate; and

(5) if the exercise of jurisdiction by a court of this state would contravene any of the purposes stated in section 1.

(d) Before determining whether to decline or retain jurisdiction the court may communicate with a court of another state and exchange information pertinent to the assumption of jurisdiction by either court with a view to assuring that jurisdiction will be exercised by the more appropriate court and that a forum will be available to the parties.

(e) If the court finds that it is an inconvenient forum and that a court of another state is a more appropriate forum, it may dismiss the proceedings, or it may state the proceedings upon condition that a custody proceeding be promptly commenced in another named state or upon any other conditions which may be just and proper, including the condition that a moving party stipulate his consent and submission to the jurisdiction of the other forum.

(f) The court may decline to exercise its jurisdiction under this Act if a custody determination is incidental to an action for divorce or another proceeding while retaining jurisdiction over the divorce or other proceeding.

(g) If it appears to the court that it is clearly an inappropriate forum it may require the party who commenced the proceedings to pay,

in addition to the costs of the proceedings in this State, necessary travel and other expenses, including attorneys' fees, incurred by other parties or their witnesses. Payment is to be made to the clerk of the court for a remittance to the proper party.

(h) Upon dismissal or stay of proceedings under this section the court shall inform the court found to be the more appropriate forum of this fact, or if the court which would have jurisdiction in the other state is not certainly known, shall transmit the information to the court administrator or other appropriate official for forwarding to the appropriate court.

(i) Any communication received from another state informing this State of a finding of inconvenient forum because a court of this State is the more appropriate forum shall be filed in the custody registry of the appropriate court. Upon assuming jurisdiction the court of this State shall inform the original court of this fact.

#### SECTION 8. [*Jurisdiction Declined by Reason of Conduct.*]

(a) If the petitioner for an initial decree has wrongfully taken the child from another state or has engaged in similar reprehensible conduct the court may decline to exercise jurisdiction if this is just and proper under the circumstances.

(b) Unless required in the interest of the child, the court shall not exercise its jurisdiction to modify a custody decree of another state if the petitioner, without consent of the person entitled to custody, has improperly retained the child after a visit or other temporary relinquishment of physical custody. If the petitioner has violated any other provision of a custody decree of another state the court may decline its jurisdiction if this is just and proper under the circumstances.

(c) In appropriate cases a court dismissing a petition under this section may charge the petitioner with necessary travel and other expenses, including the petitioner with necessary travel and other expenses, including attorneys'

fees, incurred by other parties or their witnesses.

#### SECTION 9. [*Information under Oath to be Submitted to the Court.*]

(a) Every party in a custody proceeding in his first pleading or in an affidavit attached to that pleading shall give information under oath as to the child's present address, the places where the child has lived within the last 5 years, and the names and present addresses of the persons with whom the child has lived during that period. In this pleading or affidavit every party shall further declare under oath whether:

(1) he has participated (as a party, witness, or in any other capacity) in any other litigation concerning the custody of the same child in this or any other state;

(2) he has information of any custody proceeding concerning the child pending in a court of this or any other state; and

(3) he knows of any person not a party to the proceedings who has physical custody of the child or claims to have custody or visitation rights with respect to the child.

(b) If the declaration as to any of the above items is in the affirmative the declarant shall give additional information under oath as required by the court. The court may examine the parties under oath as to details of the information furnished and as to other matters pertinent to the court's jurisdiction and the disposition of the case.

(c) Each party has a continuing duty to inform the court of any custody proceeding concerning the child in this or any other state of which he obtained information during the proceeding.

SECTION 10. [*Additional Parties.*] If the court learns from information furnished by the parties pursuant to section 9 or from other sources that a person not a party to the custody proceeding has physical custody of the child or claims to have custody or visitation rights with respect to the child, it shall order that person

to be joined as a party and to be duly notified of the pendency of the proceeding and of joinder as a party. If the person joined as a party is outside this State he shall be served with process or otherwise notified in accordance with section 5.

**SECTION 11. [*Appearance of Parties and the Child.*]**

[(a) The court may order any party to the proceeding who is in this State to appear personally before the court. If that party has physical custody of the child the court may order that he appear personally with the child.]

(b) If a party to the proceeding whose presence is desired by the court is outside this State with or without the child the court may order that the notice given under section 5 include a statement directing that party to appear personally with or without the child and declaring that failure to appear may result in a decision adverse to that party.

(c) If a party to the proceeding who is outside this State is directed to appear under subsection (b) or desires to appear personally before the court with or without the child, the court may require another party to pay the clerk of the court travel and other necessary expenses of the party so appearing and of the child if this is just and proper under the circumstances.

**SECTION 12. [*Binding Force and Res Judicata Effect of Custody Decree.*]** A custody decree rendered by a court of this State which had jurisdiction under section 3 binds all parties who have been served in this State or notified in accordance with section 5 or who have been submitted to the jurisdiction of the court, and who have been given an opportunity to be heard. As to these parties the custody decree is conclusive as to all issues of law and fact decided and as to the custody determination made unless and until that determination is modified pursuant to law, including the provisions of this Act.

**SECTION 13. [*Recognition of Out-of-State Custody Decrees.*]** The courts of this State shall recognize and enforce an initial or modification decree of a court of another state which had assumed jurisdiction under statutory provisions substantially in accordance with this Act or which was made under factual circumstances meeting the jurisdictional standards of the Act, so long as this decree has not been modified in accordance with jurisdictional standards substantially similar to those of this Act.

**SECTION 14. [*Modification of Custody Decree of Another State.*]**

(a) If a court of another state has made a custody decree, a court of this State shall not modify that decree unless (1) it appears to the court of this State that the court which rendered the decree does not now have jurisdiction under jurisdictional prerequisites substantially in accordance with this Act or has declined to assume jurisdiction to modify the decree and (2) the court of this State has jurisdiction.

(b) If a court of this State is authorized under subsection (a) and section 8 to modify a custody decree of another state it shall give due consideration to the transcript of the record and other documents and all previous proceedings submitted to it in accordance with section 22.

**SECTION 15. [*Filing and Enforcement of Custody Decree of Another State.*]**

(a) A certified copy of a custody decree of another state may be filed in the office of the clerk of any [District Court, Family Court] of this State. The clerk shall treat the decree in the same manner as a custody decree of the [District Court, Family Court] of this State. A custody decree so filed has the same effect and shall be enforced in like manner as a custody decree rendered by a court of this State.

(b) A person violating a custody decree of another state which makes it necessary to enforce the decree in this State may be required to pay necessary travel and other expenses, including attorneys' fees, incurred by the party entitled to the custody or his witnesses.

**SECTION 16.** [*Registry of Out-of-State Custody Decrees and Proceedings.*] The clerk of each [District Court, Family Court] shall maintain a registry in which he shall enter the following:

- (1) certified copies of custody decrees of other states received for filing;
- (2) communications as to the pending of custody proceedings in other states;
- (3) communications concerning a finding of inconvenient forum by a court of another state; and
- (4) other communications or documents concerning custody proceedings in another state which may affect the jurisdiction of a court of this State or the disposition to be made by it in a custody proceeding.

**SECTION 17.** [*Certified Copies of Custody Decree.*] The Clerk of the [District Court, Family Court] of this State, at the request of the court of another state or at the request of any person who is affected by or has a legitimate interest in a custody decree, shall certify and forward a copy of the decree to that court or person.

**SECTION 18.** [*Taking Testimony in Another State.*] In addition to other procedural devices available to a party, any party to the proceeding or a guardian ad litem or other representative of the child may adduce testimony of witnesses, including parties and the child, by deposition or otherwise, in another state. The court on its own motion may direct that the testimony of a person be taken in another state and may prescribe the manner in which and the terms upon which the testimony shall be taken.

**SECTION 19.** [*Hearings and Studies in Another State; Orders to Appear.*]

- (a) A court of this State may request the appropriate court of another state to hold a hearing to adduce evidence, to order a party to produce or give evidence under other procedures of that state, or to have social studies made with respect to the custody of a child involved in proceedings pending in the court of this State; and to forward to the court of this State certified copies of the transcript of the record

of the hearing, the evidence otherwise adduced, or any social studies prepared in compliance with the request. The cost of the services may be assessed against the parties, or if necessary, ordered paid by the [County, State].

- (b) A court of this State may request the appropriate court of another state to order a party to custody proceedings pending in the court of this State to appear in the proceedings, and if that party has physical custody of the child, to appear with the child. The request may state that travel and other necessary expenses of the party and of the child whose appearance is desired will be assessed against another party or will otherwise be paid.

**SECTION 20.** [*Assistance to Courts of Other States.*]

- (a) Upon request of the court of another state the courts of this State which are competent to hear custody matters may order a person in this State to appear at a hearing to adduce evidence or to produce or give evidence under other procedures available in this State [or may order social studies to be made for use in a custody proceeding in another state]. A certified copy of the transcript of the record of the hearing or the evidence otherwise adduced [and any social studies prepared] shall be forwarded by the clerk of the court to the requesting court.

- (b) A person within this State may voluntarily give his testimony or statement in this State for use in a custody proceeding outside this state.

- (c) Upon request of the court of another state a competent court of this State may order a person of this State to appear alone or with the child in a custody proceeding in another state. The court may condition compliance with the request upon assurance by the other state that state travel and other necessary expenses will be advanced or reimbursed.

**SECTION 21.** [*Preservation of Documents for Use in Other States.*] In any custody proceeding in this State the court shall preserve the pleadings, orders and decrees, any record that has been made of its hearings, social studies,

and other pertinent documents until the child reaches [18, 21] years of age. Upon appropriate request of the court of another state the court shall forward to the other court certified copies of any or all of such documents.

**SECTION 22. [*Request for Court Records of Another State.*]** If a custody decree has been rendered in another state concerning a child involved in a custody proceeding pending a court of this State, the court of this State upon taking jurisdiction of the case shall request of the court of the other state a certified copy of the transcript of any court record and other documents mentioned in section 21.

**SECTION 23. [*International Application.*]** The general policies of this Act extend to the international area. The provisions of this Act relating to the recognition and enforcement of custody decrees of other states apply to custody decrees and decrees involving legal institutions similar in nature to custody institutions rendered by appropriate authorities of other nations if reasonable notice and opportunity to be heard were given to all affected persons.

**SECTION 24. [*Priority.*]** Upon the request of a party to a custody proceeding which raises a question of existence or exercise of jurisdiction under this Act the case shall be given calendar priority and handled expeditiously.

**SECTION 25. [*Severability.*]** If any provision of this Act or the application thereof to any person or circumstances is held invalid, its invalidity does not affect other provisions or applications of the Act which can be given in effect without the invalid provision or application, and to this end the provisions of this Act are severable.

**SECTION 26. [*Short Title.*]** This Act may be cited as the Uniform Child Custody Jurisdiction Act.

**SECTION 27. [*Repeal.*]** The following acts and parts of acts are repealed:

(1)

(2)

(3)

**SECTION 28. [*Time of Taking Effect.*]** This Act shall take effect . . .

### **Defaulted Contractor's Rights In a Reprocurement Action**

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#### **The Comptroller General Position**

The Comptroller General has gradually established precedents regarding a defaulted contractor's rights in a reprocurement for his account. The series of decisions starts in 1947 when a Post Office coal supplier defaulted. The defaulting supplier was the only bidder on the reprocurement contract; however, his bid was for a higher price than that of the prior defaulted contract. The Comptroller General advised the Post Office that awarding to the supplier at an increased price was tantamount to a modification increasing the price of the original contract without consideration. Such an action

was unauthorized.<sup>1</sup> This decision is frequently cited and will be referred to herein as the "modification" theory.

In 1974 another Post Office contractor, Aerospace American, Inc. (AAI) defaulted on a contract to furnish mail chutes for bulk mail centers. AAI, although not solicited for the reprocurement, requested and received a copy of the solicitation. Five offers were received and AAI's was lowest. The Contracting Officer, relying upon the fact that AAI's bid was priced higher than the defaulted contract,

<sup>1</sup> *Postmaster General*, 27 Comp. Gen. 343 (1947)

enunciated the "modification" theory in the rejection letter to the contractor. AAI's response was: "We are the lowest bidder on all four schedules. You are spending \$902,937.57 more of the taxpayers' dollars for higher bids. You are delaying the Post Office contract by awarding bids to new contractors when Aerospace has stockpiles of chutes on hand." AAI protested, alleging that the Government's actions were contrary to sound procurement policy and contrary to applicable procurement regulations. The protest was denied based not only upon the "modification" theory, but also the finding that statutes governing procurements are not applicable in procurements for the account of the defaulted contractor.<sup>2</sup>

In a case where a defaulting contractor, Ohio Pipe, succeeded in obtaining the reprocurement contract, a protest was submitted by another bidder, R. H. Pines. The protest contended that Ohio Pipe, as the defaulting contractor, was ineligible for award and that the Contracting Officer's attempt to mitigate damages was unreasonable. The Comptroller, quoting the "modification" theory, pointed out that Ohio Pipe's price was no higher than the prior contract. In denying the protest the Comptroller stated, "there is no prohibition against the defaulting contractor being considered for award if it is otherwise responsible. Such consideration is consistent with the Government's obligation to mitigate damages."<sup>3</sup>

In another case in which the defaulting contractor's bid on the reprocurement contract was higher than his prior contract, the contractor (F&H Manufacturing) alleged mistake and offered to lower the price. The Army refused to allow the reduction, finding that the intended bid could not be ascertained from the face of the bid documents. The Comptroller recognized the rule that a low bidder may voluntarily decrease the amount of his bid if the bid was otherwise acceptable, but concluded that "such

was not the case here."<sup>4</sup> In denying the protest the Comptroller did not discuss the inapplicability of procurement regulations or the duty to mitigate relied upon in previous decisions.

In a reprocurement of durable press shirts, the defaulted contractor PRB Uniforms was not solicited. PRB learned of the solicitation after bid opening and immediately submitted an offer. It was at a price higher than the prior contract, but lower than the other bids. The Contracting Officer treated the offer as late and refused to consider it. PRB protested, arguing that it was improper to have been excluded from the competition and that the Government's duty to mitigate required acceptance of its offer. The failure to solicit issue was resolved by a finding that synopsis in the *Commerce Business Daily* placed PRB on notice of the solicitation. The "modification" theory resolved the mitigation argument.<sup>5</sup>

The PRB Uniforms decision contains additional comments apparently intended to clarify the Comptroller's position on reprocurement rights. First, a comment on the expectation of success for recovery of excess costs:

We understand, however, that excess costs are recovered from defaulting contractors in a relatively small number of cases (primarily as a result of insolvency or bankruptcy) and that repurchase contracts, including the excess cost thereof, more often than not involve the expenditure of appropriated funds.

Following this "real world" realization the Comptroller continues, recognizing that procurement regulations are initially not applicable, to decide that when formal advertising is chosen the Government "has the obligation to maintain the integrity of the bidding system by applying the regulations relevant to that procedure." Once, therefore, competition is chosen the Contracting Officer "may not automatically

<sup>2</sup> *Aerospace America, Inc.*, 74-2 CPD 130

<sup>3</sup> *R. H. Pines Corp.*, 75-1 CPD 224

<sup>4</sup> *F & H Manufacturing Corp.*, 76-1 CPD 297

<sup>5</sup> *PRB Uniforms, Inc.*, 77-2 CPD 213

exclude the defaulted contractor from that competition nor choose to ignore the regulatory provisions applicable to competitive procurements." Also espoused is that "responsibility decisions may not be made in advance of the receipt of a bid or proposal" and that "a default is only one factor to be considered in determining responsibility."

In conclusion, the Comptroller finds that:

[T]he fact that the defaulted contractor has a right to be solicited, however, does not necessarily entitle him to have his low bid or offer considered for award. The right is limited by the long established rule that a repurchase contract may not be awarded to the defaulted contractor at a price greater than the terminated contract price, because this would be tantamount to modification of the existing contract without consideration.

PRB Uniforms, citing a GSBICA case,<sup>6</sup> argued that the Government's setoff rights could be applied to the excess cost associated with higher price to effectively reduce the repurchase to the same price as the defaulted contract. However, the Comptroller did not accept that approach as a method of avoiding the "modification" prohibition.

A recent decision briefly reiterated the PRB Uniforms decision that a defaulted contractor could not be deliberately excluded from competition on the basis of performance on the defaulted contract because it would constitute an improper premature responsibility determination.<sup>7</sup>

The foregoing decisions illustrate several Comptroller General "rules" regarding competitive repurchase:

1. The procurement regulations relating to competition should be followed.

2. A defaulted contractor has a right to compete.

<sup>6</sup> *Wear Ever Shower Curtain Corp.*, 76-1 BCA 11636 (GSBICA)

<sup>7</sup> *W. M. Grace, Inc.*, 80-1 CPD 33

3. Award cannot be made to the defaulted contractor at a price higher than that of the previous contract.

The application of these "rules" logically results in a legal right to receive a repurchase when the defaulted contractor is low bidder and has overcome the reason for default. This result is inconsistent with the approach generally taken by the Boards of Contract Appeals.

#### Board of Contract Appeals Position

In considering a repurchase of a contract for can openers, the General Services Board of Contract Appeals rejected the defaulting contractor's low bid. The subsequent assessment of excess costs was appealed. The contractor argued that the Contracting Officer failed to mitigate damages by awarding to other than the low bidder. The contractor alleged that it had all of the can openers in stock at the time of the repurchase and that the Government was aware of that fact. That allegation was not commented upon. The Board denied the appeal holding that "when the low bidder of a repurchase contract happens to be the defaulted contractor on the original contract, his bid may be rejected upon the theory that he is not a responsible bidder, or, alternatively that he should not be permitted to profit by his own failure to perform."<sup>8</sup>

Another contractor, Wear Ever Shower Curtain Corporation, defaulted on a contract for shower curtains. Wear Ever was low bidder on the repurchase contract. However, its unit price was 31 cents higher than the prior defaulted contract unit price. The bid was rejected based upon the "modification" theory. The assessment of excess cost was appealed. The Board stated that rejection of the low bid based upon the "modification" theory was "consonant" with previous Board and Comptroller General decisions." The Board, however, went on to agree with the contractor that the "modification" theory could be avoided by assertion of the Government's right to recover excess

<sup>8</sup> *Frank and Warren, Inc.*, 67-1 BCA 6233 (GSBICA); *aff'd* on reconsideration 67-1 BCA 6289

reprocurement costs. In denying the appeal the Board concluded that "Acceptance or rejection of a defaulted contractor's bid on the repurchase contract falls with the discretion of the Contracting Officer."<sup>9</sup>

In a demolition contract the contractor (Woodrow P. Hudson) simply failed to complete the work. The repurchase contract went to the lower of two bidders and the assessment of that cost was appealed. In denying the appeal the Board recognized that "In some circumstances the reasons for the default may be such as not to indicate an inability on the part of the defaulted contractor to perform the repurchase contract, in which event there may be an implied duty on the part of the Government to permit the defaulted contractor to bid on the repurchase so as to permit him to mitigate his damages."<sup>10</sup>

A chemical contractor, Churchill Chemical Corporation, defaulted on a procurement of sealing compound due to a shortage of polysulfide resin. Churchill bid on the repurchase contract but its bid was rejected for not having been properly filled out, *i.e.*, the name, address, and signature of the person authorized to make the offer and QPL test reference numbers were omitted. In the appeal Churchill pointed out that it had received the polysulfide resin prior to the repurchase and was fully capable of performance. The Board upheld the rejection based on the omissions and went on to reiterate the rule that when a defaulted contractor has tendered conforming supplies prior to repurchase, the Government must accept under its duty to mitigate assuming it intended to repurchase. Also, the Government may exclude a defaulted contractor from a repurchase action as a matter of contractual right. Even though Churchill had the raw materials, it did not manufacture the sealing compound and make a tender; therefore, it had no right to the repurchase contract. If the omissions were not sufficient to deny the appeal, the dis-

cretionary right to reject the defaulting contractor would have supported the denial.<sup>11</sup>

The Churchill decision was appealed to the Court of Claims and was affirmed based on the bid omissions. The court stated that:

While the Government need not, in all cases, consider a defaulted contractor for repurchase, the contractor may be permitted to bid on the repurchase solicitation. If the defaulted contractor is found to be responsible and capable of performance, is responsive to the solicitation and is the lowest bidder, it may receive the repurchase contract; on repurchase, the defaulted contractor, notwithstanding its submission of the lowest bid, may not receive more than the initial contract price for its repurchase performance.<sup>12</sup>

The Court relied on the Comptroller's decision in *R. H. Pines Corp.*<sup>13</sup> as precedent for that comment; however, no mention was made of the Board's statement that a defaulted contractor could be excluded as a "matter of contractual right."

In a repurchase contract for leather brief cases the defaulted contractor (*Olean Case Corp.*) was low bidder; however, the Contracting Officer found the firm irresponsible due to its prior default. The Board, supporting this determination, stated that the Contracting Officer is "under no obligation to award the repurchase contract to the defaulting bidder" and "acceptance or rejection of a default termination contractor's bid on the repurchase contract falls within the discretion of the Contracting Officer."<sup>14</sup>

In a repurchase of kitchen utensils, the defaulted contractor, *Tom W. Kaufman Company*, claimed it had not receive an invitation for bids sent to it and 151 other firms by the Con-

<sup>9</sup> *Wear Ever Shower Curtain Corp.*, see note 6

<sup>10</sup> *Woodrow P. Hudson d/b/a San Diego Concrete Disposal*, 76-2 BCA 12,182 (ASBCA)

<sup>11</sup> *Churchill Chemical Corp.*, 77-1 BCA 12318 (GSBCA)

<sup>12</sup> *Churchill Chemical Corp. v. United States*, 602 F.2d.358 (Ct. Cl. 1979)

<sup>13</sup> *R. H. Pines Corp.*, see note 3

<sup>14</sup> *Olean Case Corp.*, 78-1 BCA 12905 (GSBCA)



tracting Officer. The Board, in ruling that it was unable to definitely find any solicitation had been sent to Kaufman, recited the general rule that the Government is not required to invite bids on repurchase solicitations from a defaulted contractor. However, in the instance where the Contracting Officer knew well in advance of repurchase that Kaufman then possessed the approved utensils, was ready for shipment or prompt delivery, and had performed satisfactorily under all other similar procurements, the Board found it unreasonable for the Contracting Officer not to assure Kaufman's opportunity to bid on the repurchase. Under those facts, the Board indicated the Contracting Officer "had a duty to solicit Appellant Kaufman since it appeared to have been the most suitable and readily available source for repurchase. We find that his failure to do so constitutes a failure in the Government's duty to mitigate damages."<sup>15</sup>

Venice Maid Corporation contracted to deliver 40,800 cans of chili con carne. Venice Maid agreed to a default termination even though the Contracting Officer had indicated that a waiver regarding the type of meat used, might be possible. Venice Maid was low bidder on the repurchase contract, but the price was higher than that of the defaulted contract. The Contracting Officer informed Venice Maid that it could not receive award at the higher price and the contractor thereafter requested to be allowed to voluntarily reduce its price. The Contracting Officer would not allow the reduction, rejected the bid, and assessed the excess cost against Venice Maid.

On appeal the Board pointed out that "this Board and the Courts have generally held that the Government has no obligation to solicit or award a contract for the repurchase of terminated supplies to the defaulted contractor." The Board ended by commenting upon the Government official's "indecision" stating "undoubtedly this was caused by confusion concerning applicable law relating to the rights (or

more properly, the lack of rights) of defaulting contractors in bidding on and receiving repurchase contracts let against their accounts."<sup>16</sup>

In Venice Maid an "exception" to these rules was mentioned. The exception case dealt with a subcontractor's default and somewhat unreasonable action by the Government. The Board stated that "rather than permit the defaulted contractor to cure the default, the Government extended a current contract for a full year at a premium price and then sought to assess the full excess yearly rental against the defaulted contractor."<sup>17</sup> The Board only allowed the assessment of one month's excess rental.

Even though the case was billed as an exception, it seems like failure to mitigate damages could have been an equally legitimate basis for the finding. In any event, Venice Maid did not prove the exceptional circumstances required for the "exception." The Venice Maid decision was subsequently cited by the Board as authority for the statement that "the Contracting Officer, of course, was under no obligation to permit appellant to complete the work on which it had earlier defaulted, and thus properly ignored that request."<sup>18</sup>

As illustrated by the foregoing series of cases, the position being developed by the Board was basically a "no rights" approach. The defaulted contractor's participation in the repurchase action was purely permissive and fell within the sound discretion of the Contracting Officer. This is different from the Comptroller General's decisions that seem to be creating "rights" on the part of the defaulting contractor.

### Court of Claims Position

The Venice Maid case, however, was appealed to the Court of Claims. Venice Maid ar-

<sup>15</sup> *Tom W. Kaufman Co.*, 78-2 BCA 13287 (GSBCA)

<sup>16</sup> *Venice Maid Co., Inc.*, 78-2 BCA 13290 (ASBCA)

<sup>17</sup> *World Wide Development Co., Inc.*, 73-2 BCA 10140 (ASBCA), *aff'd* on reconsideration 74-1 BCA 10,474

<sup>18</sup> *Asheville Contracting Co.*, 79-2 BCA 13898 (DOT CAB)

gued that the Board's decision was based on the theory that a defaulted contractor had no legal right to be considered for the reprourement award. In support of that position the plaintiff cited the Board's comment "or more properly, the lack of rights." The Court termed this an "unfortunate choice of words" and looked at the entire decision to find that the decision was not based on a "no legal rights" theory.

The Court concluded its discussion by stating that "virtually all forums that deal with Government contract matters adhere to the general rule to the effect that defaulting contractors may be considered for award of the reprourement contract. Whether they receive the award, or not, lies within the contracting officer's discretionary authority."<sup>19</sup> In discussing this discretionary authority the Court found that even though Venice Maid had received a preaward survey recommending complete award of the reprourement contract to plaintiff, the Contracting Officer could consider the prior default to evaluate integrity, tenacity, or perseverance, which is an element of responsibility equally as important as capacity.

In a recent Board decision the Court of Claims case was referred to: "We are indebted here to the opinion of the Trial Judge Yock in *Venice Maid Company Incorporated v. United States*, Court of Claims No. 477-78, filed on February 20, 1980. We cannot refine further the law in this area and instead quote from Judge Yock's conclusion of law."<sup>20</sup> In another recent case the Board citing *Venice Maid* stated: "We now consider the law well settled that a defaulted contractor may bid on the repurchase solicitation . . . However, whether or not the defaulted contractor received the award lies within the contracting officer's discretionary authority." Later in that case the Board stated: "As a rule, non-responsibility determinations will be upheld unless there is bad faith on the

part of the procuring officials or no reasonable basis exists for the determination . . ."<sup>21</sup>

### Conclusion

Until the Court of Claims decision in Venice Maid, the Comptroller General and the Boards of Contract Appeals were developing diverging precedents. The Comptroller established increasing rights for the defaulted contractor, whereas the Boards continued with the "no rights" theory. The Comptroller placed great emphasis on the "modification" theory prohibition while at least one Board considered the prohibition effectively avoided by the Government's setoff right. As an aside, if awarding at a higher price is an unauthorized modification in price, then why is awarding at the same price not an unauthorized modification in delivery schedule? In any event the Court's finding that the Board did not mean what it said when referring to a "lack" of rights may bring the two forums closer together at least on a theoretical plane.

Now that the defaulted contractor uniformly has "rights" in the reprourement, to what extent does the Government have a duty to investigate the cause of the default including any corrective action or changed circumstances affecting responsibility? Would the Churchill Chemical case be decided in the same fashion if the forms had been filled out properly? Does the contractor still have to complete manufacture at its own risk and make tender before a right to award arises? Will the Boards and the Comptroller General consider prior defaults as evidence of tenacity or perseverance with equal weight? Given a factual situation similar to Venice Maid, would it now be wise to advise the Contracting Officer to find the contractor nonresponsible? Will these rights, primarily developed in association with competitive reprourement, be similarly applicable in negotiated reprourements? Can the setoff right in the Government be used to avoid the "modification" theory as the Court of Claims in Churchill seems to imply.

<sup>19</sup> *Venice Maid Co., Inc. v. United States*, 639 F.2d. 690 (Ct. Cl. 1980)

<sup>20</sup> *American Cotton Yarns, Inc.*, 80-1 BCA 14450 (GSBCA)

<sup>21</sup> *Prestex, Inc.*, 81-1 BCA 14,882 (ASBCA)

Rights result in reciprocal duties. As the foregoing series of questions illustrates, the full nature and extent of these duties is unclear. Each factual situation associated with a

given reprourement action must now be evaluated with this in mind to allow nonresponsibility findings to withstand attack.

### Legal Assistance Items

*Major Joel R. Alvarey, Major Walter B. Huffman, Major John F. Joyce, Captain Timothy J. Grendell, and Major Harlan M. Heffelfinger  
Administrative and Civil Law Division, TJAGSA*

#### Validity of Foreign Divorce—Louisiana

The Attorney General of Louisiana, in Opinion Number 80-1687, dated 24 June 1981, has determined that Louisiana will not recognize a divorce obtained under foreign law by a Louisiana resident serving on military orders in a foreign country. The Attorney General predicates his opinion on the principle that the judicial power to grant divorce is based on domicile and the holding of Louisiana courts that a member of the military service is presumed to retain his Louisiana domicile until he abandons it and establishes it elsewhere. The Attorney General also opined that the State of Louisiana will recognize a marriage validly and properly contracted under foreign law by service personnel serving in a foreign country.

#### Truth in Lending Act—Cash Discount Act

The Cash Discount Act has recently been enacted as an amendment to the Truth in Lending Act (15 U.S.C. §1666f). It has been the practice of some card issuers to prohibit sellers from offering discounts for cash sales. Thus payment by cash would not be encouraged and credit card usage would remain at a high level. The Cash Discount Act provides that a card issuer may not prohibit a seller who desires to induce a cardholder to pay by other than use of a credit card, from offering a cash discount. On the other side of the coin, no seller may impose a surcharge on a cardholder who elects to pay by credit card rather than by cash. In this way, a consumer would not be penalized for using a credit card. Pub. L. 97-25 (27 July 1981).

### A Matter of Record

*Notes from Government Appellate Division, USALSA*

#### 1. Speedy Trial

a. When an accused makes a demand for a speedy trial, the Government "is on notice that delays from that point forward are subject to close scrutiny and must be abundantly justified." Trial counsel should begin to prepare for the trial litigation of a speedy trial demand with emphasis from the day of such demand. No case should be allowed to "gather dust" at any stage of the proceedings. The investigating officer must be made aware of the special importance of expeditiously responding to a demand for a speedy trial.

b. Even when there is no demand for a speedy trial or a *Burton* presumption (21 USCMA 112, 118, 44 CMR 166, 172 (1971)), the trial counsel must insure that the record is sufficient to rebut an accused's claim of a denial of a speedy trial. A stipulated chronology is often only the first step in building the record. Often the court-martial referral documents will show Government progress toward trial. Any circumstance which caused a delay in getting to trial should be documented in the record.

c. When a case is ready to be docketed (i.e., after referral), the trial counsel should inform

the trial judge of the demand for speedy trial and an anticipated speedy trial motion. This should help insure that the case is timely docketed.

## 2. Larceny of NAF Property

It is error to allege larceny of nonappropriated fund property as larceny of U.S. Government property. *United States v. Rexach*, 40 CMR 488 (ABR 1969). While this error is usually not prejudicial, trial counsel should insure that the allegation of ownership is correct.

## 3. Certificates of Correction

Pursuant to paragraph 86c, Manual of

Courts-Martial, United States, 1969 (Revised edition), a certificate of correction can be used to correct inaccuracies in an authenticated record of trial under review. If the record of trial has been forwarded to USALSA for review by the Court of Military Review (Article 66, Code) prior to the completion of the certificate, the certificate will only become part of the record if requested by appellate counsel and granted by the court. If the court requests the certificate then it will be included as part of the record. If a record of trial is discovered to be inaccurate after authentication, the certificate of correction should be completed before the record is forwarded for review if at all possible.

## Manual for Courts-Martial Revision

*On 29 July 1981 the President signed Executive Order 12315. The order revised Paragraph 75, Manual for Courts-Martial, United States, 1969 (Rev. ed.), and makes conforming changes in other paragraphs. The effective date is 1 August 1981. The text of the order is as follows:*

### Executive Order 12315 of July 29, 1981

#### Amendments to the Manual for Courts-Martial, United States, 1969 (Revised Edition)

By the authority vested in me as President by the Constitution of the United States and by Chapter 47 of Title 10 of the United States Code (the Uniform Code of Military Justice), in order to prescribe amendments to the Manual for Courts-Martial, United States, 1969 (Revised edition), prescribed by Executive Order No. 11835, Executive Order No. 12018, Executive Order No. 12198, Executive Order No. 12233, and Executive Order No. 12306, it is hereby ordered as follows:

Section 1. The fifth paragraph 70a of the Manual for Courts-Martial, United States, 1969 (Revised edition), is amended by inserting the following after the first sentence: "If the plea is accepted, such evidence shall be introduced during the presentencing proceedings under paragraph 75, except when the evidence is otherwise admissible on the merits."

Sec. 2. Paragraph 75 of the said Manual for Courts-Martial is amended to read as follows:

"75. Presentencing Procedure. a. General (1) Procedure. After findings of guilty have been announced, the prosecution and defense may present appropriate matter to aid the court in determining an appropriate sentence. Such matter shall be presented pursuant to this paragraph and, when presented, shall ordinarily follow the following sequence:

"(a) Presentation by the trial counsel of service data relating to the accused taken from the charge sheet.

"(b) Presentation by the trial counsel of personal data relating to the accused and of the character of the accused's prior service as reflected in the personnel record of the accused.

"(c) Presentation by the trial counsel of evidence of prior convictions, military or civilian.

"(d) Presentation by the trial counsel of evidence of aggravation.

"(e) Presentation by the defense of evidence in extenuation or mitigation or both.

"(f) Rebuttal.

"(g) Argument by the trial counsel on sentence.

"(h) Argument by the defense counsel on sentence.

"(i) Rebuttal arguments in the discretion of the military judge or the president of a special court-martial without a military judge.

"(2) *Imposition of sentence.* Sentencing will be imposed in all cases without unreasonable delay.

"(3) *Sentencing matter and findings.* Evidence that is presented to the court after findings of guilty have been announced may not be considered as evidence against the accused in determining the legal sufficiency of the findings of guilty upon review. If any matter inconsistent with the plea of guilty is received or if it appears from any matter received that a plea of guilty was entered improvidently, action should be taken as outlined in paragraph 70.

"b. *Matter to be presented by the prosecution.*

"(1) *Service data from the charge sheet.* The trial counsel shall inform the court of the data on the charge sheet relating to the age, pay, and service of the accused and the duration and nature of any restraint imposed upon the accused before trial. Subject to the discretion of the military judge or president of a special court-martial without a military judge, this may be accomplished by reading the material from the charge sheet or by supplying the court with an appropriate statement of such matter. If the defense objects to the data as being materially inaccurate or incomplete or as containing specified objectional matter, the military judge or president of a special court-martial without a military judge shall determine the issue. Objections not asserted are waived.

"(2) *Personal data and character of prior service of the accused.* Under regulations of the Secretary concerned, the trial counsel may obtain and introduce from the personnel records of the accused evidence of the marital status of the accused and the number of dependents, if

any, of the accused, and evidence of the character of prior service of the accused. Such evidence includes copies of reports reflecting the past military efficiency, conduct, performance, and history of the accused and evidence of any disciplinary actions to include punishments under Article 15. See paragraph 75b(3) for evidence of prior convictions of the accused. Personnel records of the accused include all those records made or maintained in accordance with departmental regulations that reflect the past military efficiency, conduct, performance, and history of the accused. If the accused objects to the information as being inaccurate or incomplete in a specific respect, or as containing matter that is not admissible under the Military Rules of Evidence as applied to the issue of sentencing, the matter shall be determined by the military judge or president of a special court-martial without a military judge. Objections not asserted are waived.

"(3) *Evidence of prior convictions of the accused.* (a) *Generally.* The trial counsel may introduce evidence of prior military or civilian convictions of the accused. Although such convictions need not be similar to the offense of which the accused has been found guilty, they must be for offenses committed during the six years next preceding the commission of any offense of which the accused has been found guilty. In computing the six-year period, periods of unauthorized absence demonstrated by the findings in the case or by evidence of previous convictions should be excluded. A vacation of a suspended sentence is not itself a conviction and is not admissible as such, but may be admissible under paragraph 75b(2) as reflected of the character of the prior service of the accused.

"(b) *Finality.* Before a conviction is admissible under this paragraph, all direct review and appeals must be completed. (See Article 44(b) and paragraph 68d). The following do not constitute direct review or appeal under this paragraph and do not affect the admissibility of a court-martial conviction under this paragraph: a pending collateral attack on a conviction in a federal court; a pending extraordinary writ to a

Court of Military Review or to the Court of Military Appeals; a request to the Judge Advocate General to vacate or modify the findings or sentence of a court-martial under Article 69 "on the ground of newly discovered evidence, fraud on the court, lack of jurisdiction over the accused or the offense, or error prejudicial to the substantial rights of the accused"; or a pending petition to the Judge Advocate General under Article 73. Before a civilian conviction is admissible under this paragraph, it must be considered a final conviction under the laws of the jurisdiction in which it occurred; unless specifically provided otherwise by such laws, the conviction will be considered final upon completion of all direct appeals. For example, pending collateral attack or an extraordinary writ does not affect the admissibility of a civilian conviction under this paragraph unless the laws of the jurisdiction in which the conviction occurred specifically provide that the conviction is not final under such circumstances.

"(c) *Method of proof.* Previous convictions may be proven by any evidence admissible under the Military Rules of Evidence. Normally, previous convictions may be proven by use of the personnel records of the accused, by the record of the conviction, or by the order promulgating the result of trial.

"(4) *Evidence in aggravation.* If a finding of guilty of an offense is based on a plea of guilty and available evidence as to any aggravating circumstances relating to the offenses of which the accused has been found guilty was not introduced before findings, the prosecution may introduce such evidence after the findings are announced. A written or oral deposition taken in accordance with paragraph 117 is admissible for purposes of evidence in aggravation, subject to Article 49.

"(5) *Access of the defense to information to be presented by the trial counsel.* The defense has the right upon request to receive prior to arraignment copies of such written material as will be presented by the prosecution on sentencing, along with a list of prosecution witnesses, if any. In the event that requested material is not provided, the defense shall have

the right when such material is introduced on sentencing to obtain a recess or continuance to inspect and reply to the material.

"c. *Matter to be presented by the defense.* (1) *In general.* The defense may present matters in rebuttal of any material presented by the prosecution and may present matters in extenuation and mitigation regardless of whether the defense offered evidence before findings.

"(a) *Matter in extenuation.* Matter in extenuation of an offense serves to explain the circumstances surrounding the commission of an offense, including those reasons for committing the offense which do not constitute a legal justification or excuse.

"(b) *Matter in mitigation.* Matter in mitigation of an offense is introduced to lessen the punishment to be adjudged by the court, or to furnish grounds for a recommendation of clemency. It includes the fact that nonjudicial punishment under Article 15 has been imposed for an offense growing out of the same act or omission that constitutes the offense of which the accused has been found guilty (see paragraph 68g), particular acts of good conduct or bravery, and evidence of the reputation or record of the accused in the service for efficiency, fidelity, subordination, temperance, courage, or any other trait that is desirable in a good servicemember. The accused may thus, for example, introduce evidence of the character of former military service in the form of former discharges from military service.

"(2) *Statement by the accused.* (a) *Generally.* The accused may testify, make an unsworn statement, or both in extenuation, in mitigation, or to rebut matters presented by the prosecution, or for all three purposes whether or not the accused testified prior to findings. Such statement may be limited to any one or more of the specifications of which the accused has been found guilty. This provision does not permit the filing of an affidavit of the accused.

"(b) *Testimony of the accused.* The accused may give sworn oral testimony under this paragraph and shall be subject to cross-examination

concerning it by the trial counsel or examination on it by the court, or both.

"(c) *Unsworn statement.* The accused may make an unsworn statement under this paragraph and may not be cross-examined by the trial counsel upon it or examined upon it by the court. The prosecution may, however, rebut any statements of fact therein. The unsworn statement may be oral or written and may be made by the accused, by counsel, or both. An unsworn statement ordinarily should not include what is properly argument, but inclusion of such matter by the accused when personally making an oral statement normally should not be grounds for stopping the statement.

"(3) *Rules of evidence relaxed.* The military judge or president of a special court-martial without a military judge may, with respect to matters in extenuation or mitigation or both, relax the rules of evidence. This may include receiving letters, affidavits, certificates of military and civil officers, and other writings of similar authenticity and reliability.

"d. *Rebuttal and surrebuttal.* The prosecution may present evidence to rebut evidence presented by the defense. The defense in surrebuttal may then rebut any rebuttal evidence offered by the prosecution. Rebuttal and surrebuttal may continue, subject to the discretion of the military judge or president of a special court-martial without a military judge (see for example, Military Rule of Evidence 403), as appropriate. The Military Rules of Evidence may be relaxed during rebuttal and surrebuttal to the same degree as in paragraph 75c(3).

"e. *Production of witnesses.* (1) *In general.* The requirement for the personal appearance testimony in the presentencing proceeding differs substantially from that when the testimony of a witness is offered on the merits. During the presentence proceedings, there is much greater latitude to receive information by means other than testimony presented through the personal appearance of witnesses. See paragraph 115 for determination of availability of witnesses prior to trial. The determination at trial as to whether a witness shall be produced

to testify during presentence proceedings is a matter within the sound discretion of the military judge or the president of a special court-martial without a military judge, subject to the limitations in paragraph 75e(2).

"(2) *Limitations.* A witness may be produced to testify during presentence proceedings through a subpoena or travel orders at Government expense only if—

"(a) The testimony expected to be offered by the witness is necessary for consideration of a matter of substantial significance to a determination of an appropriate sentence, including evidence necessary to resolve an alleged inaccuracy or dispute as to a material fact;

"(b) The weight or credibility of the testimony is of substantial significance to the determination of an appropriate sentence;

"(c) The other party is unwilling to stipulate to the facts to which the witness is expected to testify, except in an extraordinary case when such a stipulation would be an insufficient substitute for the testimony;

"(d) Other forms of evidence, such as oral depositions, written interrogatories, or former testimony would not be sufficient to meet the needs of the court-martial in the determination of an appropriate sentence; and

"(e) The significance of the personal appearance of the witness to the determination of an appropriate sentence, when balanced against the practical difficulties of producing the witness, favors production of the witness. Factors to be considered in relation to the balancing test provided in paragraph 75e(2)(e) include, but are not limited to, the costs of producing the witness, the timing of the request for production of the witness, the potential delay in the presentencing proceeding that may be caused by the production of the witness, or the likelihood of significant interference with military operational deployment, mission accomplishment, or essential training.

f. *Argument.* After introduction of matters relating to sentence under this paragraph, counsel for the prosecution and defense may make arguments for an appropriate sentence. Trial counsel may not in argument purport to speak for the convening authority or any higher authority, refer to the views of such authorities or any policy directive relative to punishment, or to any punishment or quantum of punishment in excess of that which can be lawfully imposed in the particular case by that particular court. Trial counsel may, however, recommend a specific lawful sentence and may also refer to any generally accepted sentencing philosophy, to include rehabilitation of the accused, general deterrence, specific deterrence of misconduct by the accused, and social retribution.

Sec. 3. The fourth paragraph of paragraph 115 of the said Manual for Courts-Martial is amended as follows:

a. Insert the following after the second sentence: "With respect to a witness for the prosecution on the issue of sentencing, he will not take such action unless further satisfied that it will not cause a subpoena or travel orders at Government expense to be issued, except as authorized in paragraph 75e."

b. Strike out the fourth sentence and insert the following in place thereof: "A request for the personal appearance of a witness will be submitted in writing, together with a statement signed by counsel requesting the witness. A request for a witness on the merits shall contain (1) a synopsis of the testimony that it is expected the witness will give, (2) full reasons that necessitate the personal appearance of the witness, and (3) any other matter showing that the expected testimony is necessary to the ends of justice. A request for a witness in a presentencing proceeding shall contain (1) a synopsis of the testimony that it is expected the witness will give and (2) the reasons why the personal appearance of the witness is necessary under the standards set forth on paragraph 75e."

c. Strike out the words "the request" in the fifth sentence and insert the following in place thereof: "a request for a witness on the merits."

d. Insert the following after the fifth sentence: "The decision on a request for a witness in a presentencing proceeding shall be made under the standards set forth in paragraph 75e."

Sec. 4. The second sentence of paragraph 117b(2) of the said Manual for Courts-Martial is amended as follows:

a. Insert "(a)" after "unless"; and

b. Strike out the period at the end of the sentence and insert the following: " ; (b) the accused consents to appointment of assistant counsel at the site of the deposition; or (c) the deposition is ordered in lieu of production of a witness on the issue of sentencing under paragraph 75e and the authority ordering the deposition determines that the interests of the parties and the court-martial can be served adequately by (1) an oral deposition without the presence of the accused or (2) a written deposition without the presence of the accused or counsel at the site of the deposition."

Sec. 5. Rule 1101(c) of Chapter 27 of the said Manual for Courts-Martial is amended by striking out "75c" and inserting "75b(4), 75c(3), 75d," in place thereof.

Sec. 6. These amendments shall take effect on August 1, 1981. These amendments apply to all court-martial processes taken on or after that date: Provided, that nothing contained in these amendments shall be construed to invalidate any investigation, trial in which arraignment has been completed, or other action begun prior to that date; and any such investigation, trial, or other action may be completed in accordance with applicable laws, Executive Orders, and regulations in the same manner and with the same effect as if these amendments had not been prescribed.



Sec. 7. The Secretary of Defense, on behalf of the President, shall transmit a copy of this Order to the Congress of the United States in accord with Section 836 of Title 10 of the United States Code.

THE WHITE HOUSE

July 29, 1981

signed RONALD REAGAN

## Criminal Law News

### Recent Criminal Law Message

151200Z Jul 81

DAJA-CL 1981/8642

FOR SJA

SUBJECT: Barracks Entrance Inspections

1. In *United States v. Hayes*, 11 MJ 249 (CMA 1981) appellant was convicted of housebreaking on basis of evidence obtained from an inspection by the barracks CQ of a box carried by appellant as he entered barracks. Inspection by CQ was in accordance with unit SOP but trial counsel failed to introduce relevant regulations, SOP's, or command policy letters. CMA did not hold inspection unlawful but that the record failed to provide evidence of the "reasonableness" of methods used.

2. SJA's should insure that commanders who institute such programs have properly drafted SOP's and that trial counsel introduce sufficient evidence of record to allow appellate courts to decide issue.

### Recent Case-Delegation of Authority to Authorize Searches

On 17 August 1981, the US Court of Military Appeals opined in the case of *United States v. Kalscheuer*, 11 M.J. 373 (C.M.A. 1981), that any delegation of the authority to authorize searches made on or after 17 August 1981 is invalid, except those made to military judges or military magistrates. Searches authorized by delegates, other than military judges or mili-

tary magistrates, solely on the basis of a delegation, on or after that date are unlawful searches which do not meet the fourth amendment requirement of reasonableness, regardless of when the delegation was made.

The decision appears to invalidate Military Rule of Evidence 315(D) (2), except when the delegation of search authority is made to a military judge or military magistrate.

The Court recognizes that the subordinate actually functioning as the commander of a particular unit in the absence of the commander, is the "acting commander" for purposes of authorizing a search and seizure, whether or not orders have been published. The Court discussed at length that devolution of command in this instance where the commander is unavailable, does not depend as much on the distance away from the unit the absent commander happens to be, as it does on the fact that the actual command function is being performed by the subordinate who is present.

In addition, the Court announced that in the situation where the commander is disqualified to issue a search authorization because of intimate participation in the investigation (*United States v. Ezell*, 6 M.J. 307 (C.M.A. 1979); *United States v. Rivera*, 10 M.J. 55 (C.M.A. 1980)), the authority to authorize searches within that organization may devolve to the subordinate who exercises command when the commander is absent if that subordinate is not likewise disqualified. However, until further clarification of this issue, it may be more prudent for a disqualified commander to refer any request for a search authorization to a military judge, magistrate, or a commander higher in the chain of command.

## Judiciary Notes

### US Army Legal Services Agency

The failure of many jurisdictions to include the correct information in the initial promulgating order is a continuing problem for the Army Court of Military Review. Staff Judge Advocates must assure that the promulgating order in each case accurately reflects names, dates, numbers and figures. Failure to do so creates time-consuming and unnecessary work for the Court in preparing court-martial order correcting certificates. Some jurisdictions are particularly lax in this regard. For the month of July alone, the following errors were noted which required the preparation of certificates:

Erroneous words and figures in the specification of a Charge—five cases.

Incorrectly reflecting proper findings of the Court or failure to note dismissal of a charge by military judge prior to findings—four cases.

Failure to include proper words and figures in AUTHORITY paragraph—three cases.

Failure to include the date in the convening authority paragraph—two cases.

Miscellaneous errors (failure to reflect sentence by military judge alone, wrong social security number, erroneous date sentence was adjudged)—three cases.

### Judge Advocate General's Corps Dining-Out

On Friday evening, 31 July 1981, The Judge Advocate General's Corps celebrated its 206th anniversary by conducting a Dining-Out at the Fort Myer Officers' Club. This event also provided the Corps with an opportunity to bid farewell to The Judge Advocate General, MG Alton H. Harvey, prior to his retirement. After all had assembled in the dining room, the colors were posted by an honor guard from "The Old Guard," and the invocation was delivered by MG (Ret.) Lawrence H. Williams. After dinner, the 277 JAGC officers and their spouses and guests were entertained by the United States Army Chorus' rendition of traditional military songs. Thereafter, a skit, highlighting various episodes in the life of MG Harvey, was enjoyed by the audience. MG Harvey was then presented with several mementos, including a titan-sized gavel presented by MG Hugh J. Clausen, the Master of Ceremonies. Following his inspiring farewell remarks to those present, MG Harvey toasted the "two Hughs" (MG's Clausen and Overholt) as they assume the responsibility of leading the JAGC. After a standing ovation to MG and Mrs. Harvey, the colors were retired, concluding a tribute to both the Corps and its retiring leader.

### JAGC Key Personnel Changes

On 1 August 1981, the following key positions were occupied by the personnel indicated:

MG Hugh J. Clausen —The Judge Advocate General

MG Hugh R. Overholt —The Assistant Judge Advocate General

BG Richard J. Bednar —Judge Advocate, US-AREUR & Seventh Army

BG Lloyd K. Rector —Assistant Judge Advocate General for Military Law

BG Ronald M. Holdaway —Assistant Judge Advocate General for Civil Law

COL William B. Carne —Commander, US Army Legal Services Agency

COL Donald W. Hansen —Executive, OTJAG

## FROM THE DESK OF THE SERGEANT MAJOR

by Sergeant Major John Nolan



**1. Legal Clerk and Court Reporter Courses.** I am frequently asked about our two basic courses: The Legal Clerk Course at Fort Benjamin Harrison, Indiana; and the Court Reporter Course at the Naval Justice School in Newport, Rhode Island. CW3 Jackie E. Hall, the Officer-In-Charge, and SFC John D. Utley, the Senior Instructor at Fort Benjamin Harrison, provide the following information on the Legal Clerk Course.

The course is normally 8 weeks long, but is self-paced and can be completed in a shorter period of time. Approximately 95 percent of the students graduate from the course. Most students come to the course directly from basic training and have limited experience with the Army or the JAG Corps. Because of their limited background, students have time to learn only the basic legal clerk functions. Additional training must be provided at the student's gaining station. Chief legal clerks should provide some type of training program for all newly assigned clerks.

For information on the Court Reporter Course, see my article in *The Army Lawyer*, June 1981, at page 23.

The following is the component breakdown of

the graduates, 1 October 1980-2 July 1981, from both courses:

**a. Legal Clerk Course**

206 Active duty  
28 National Guard  
32 Reserve  
266

**b. Court Reporter Course**

13 Active duty  
1 National Guard  
3 Reserve  
17

**2. Chief Legal Clerk Conference/Workshop.**

The first Chief Legal Clerk Conference/Workshop was held 19-22 July 1981 at Fort Bliss, Texas. Nearly 50 chief legal clerks from overseas and CONUS installations attended. The Conference included tours provided by the US Army Sergeants Major Academy staff and briefings and discussions of topics of interest, such as, SQT and training, accreditation for paralegal positions, reclassification procedures for 71E/71D, and warrant officer and chief legal clerk relationships. The Conference resulted in the recommendation of eight proposals which are being studied at the HQDA level.

### Reserve Affairs Item

#### *Reserve Affairs Department, TJAGSA*

**1. Reserve Affairs Department Personnel Changes**

Personnel in the Reserve Affairs Department have changed. However, numerous phone calls and letters personally addressed to departed officers are still received. Therefore, to preclude unnecessary delay and assist us in

rendering service the following is the present roster of the Department.

COL W. K. Myers—Director, Reserve Affairs

LTC(P) Richard K. Smith—MOB DES matters

MAJ L. R. "Buddy" Hardin—National Guard Liaison

MAJ John W. Long—Unit Training and Liaison

MAJ Joseph A. Rehyansky—Personnel Actions

All of the above officers may be reached by FTS: 938-1301/1290; commercial: (804) 293-6121; or Autovon: 274-7110 and asking the operator to dial the commercial number.

## 2. Reserve ID Cards

The Judge Advocate General's School does not issue Reserve Component ID cards. A Reserve officer who needs an ID card should follow the procedure outlined below:

a. Fill out DA Form 428 and forward it to Commander, U.S. Army Reserve Components Personnel and Administration Center, ATTN: AGUZ-PSE-VC, 9700 Page Boulevard, St. Louis Missouri 63132. Include a copy of recent AT orders or other documentation indicating that applicant is an actively participating Reservist.

b. RCPAC will verify the information and the individual's entitlement, prepare an ID card, and send it back to the Reservist.

c. The Reservist must sign it, affix fingerprints, attach an appropriate photograph, and return the materials to RCPAC.

d. RCPAC will affix the authorizing signature and laminate the card, and will send the finished card to the applicant. Also inclosed will be a form receipting for the ID card.

e. Applicant must execute the receipt form and send it to RCPAC.

## 3. Mobilization Designee Vacancies

These are a large number of mobilization designee positions now vacant.

Judge advocates who desire to apply for one or more of the many vacant MOB DES positions are encouraged to review the list of vacant positions printed below. Such officers should complete the Application for Mobilization Designation (DA Form 2976) and forward it to The Judge Advocate General's School, ATTN: JAGS-RA (LTC R. Smith), Charlottesville, Virginia 22901. Interested officers are reminded that mobilization designees are normally guaranteed a minimum of two weeks training with their mobilization agency. Current positions available are as follows:

GRD	PARA	LINE	SEQ	POSITION	AGENCY	CITY
LTC	36C	04	01	Legal Off	Ofc DCS Opns Plans	Washington, DC
MAJ	01K	01A	02	Judge Advocate	Fitzsimons AMC	Aurora, CO
MAT	02C	01A	01	Judge Advocate	Wm Beaumont AMC	El Paso, TX
MAJ	04	01A	02	Judge Advocate	Letterman AMC	Presidio SF, CA
CPT	04	02A	02	Asst JA	Walter Reed ARC	Washington, DC
CPT	02	01A	01	Judge Advocate	USA Garrison	Ft Detrick, MD
MAJ	06	03A	02	Asst SJA	USA Health Svs Cmd	Ft S Houston, TX
CPT	06	03A	03	Asst SJA	USA Health Svs Cmd	Ft S Houston, TX
MAJ	03	04A	01	Legal Officer	Ofc Gen Counsel	Washington, DC
MAJ	05	07	10	Military Judge	USA Legal Svcs Agency	Falls Church, VA
MAJ	07	05	02	App Attorney	USA Legal Svcs Agency	Falls Church, VA
MAJ	07	05	03	App Attorney	USA Legal Svcs Agency	Falls Church, VA
MAJ	08	08	02	App Attorney	USA Legal Svcs Agency	Falls Church, VA
MAJ	09	06	02	Trial Attorney	USA Legal Svcs Agency	Falls Church, VA
MAJ	09	06	03	Trial Attorney	USA Legal Svcs Agency	Falls Church, VA
MAJ	13	10	01	Sp Project Off	USA Legal Svcs Agency	Falls Church, VA
MAJ	13	12	01	Sr Def Counsel	USA Legal Svcs Agency	Falls Church, VA
MAJ	13	12	02	Sr Def Counsel	USA Legal Svcs Agency	Falls Church, VA
MAJ	13	12	03	Sr Def Counsel	USA Legal Svcs Agency	Falls Church, VA
MAJ	13	12	04	Sr Def Counsel	USA Legal Svcs Agency	Falls Church, VA
MAJ	13	12	05	Sr Def Counsel	USA Legal Svcs Agency	Falls Church, VA
CPT	13	18	03	Trial DC	USA Legal Svcs Agency	Falls Church, VA
CPT	13	18	04	Trial DC	USA Legal Svcs Agency	Falls Church, VA
CPT	13	18	05	Trial DC	USA Legal Svcs Agency	Falls Church, VA

GRD	PARA	LINE	SEQ	POSITION	AGENCY	CITY
CPT	13	18	06	Trial DC	USA Legal Svcs Agency	Falls Church, VA
CPT	13	18	07	Trial DC	USA Legal Svcs Agency	Falls Church, VA
CPT	13	18	08	Trial DC	USA Legal Svcs Agency	Falls Church, VA
CPT	13	18	09	Trial DC	USA Legal Svcs Agency	Falls Church, VA
CPT	13	18	10	Trial DC	USA Legal Svcs Agency	Falls Church, VA
LTC	05A	02	01	Deputy Chief	USA Clms Service	Ft Meade, MD
LTC	05	01A	01	Asst Chief	Ofc Judge Advocate General	Washington, DC
LTC	05	02A	01	Plans Officer	Ofc Judge Advocate General	Washington, DC
MAJ	05	03A	03	Staff Officer	Ofc Judge Advocate General	Washington, DC
LTC	09	01A	01	Dep Ch DA Adv	Ofc Judge Advocate General	Washington, DC
CPT	10A	02A	01	Judge Advocate	Ofc Judge Advocate General	Washington, DC
LTC	10B	01A	01	Asst Chief	Ofc Judge Advocate General	Washington, DC
LTC	10C	01A	01	Asst Chief	Ofc Judge Advocate General	Washington, DC
MAJ	10C	02A	01	Judge Advocate	Ofc Judge Advocate General	Washington, DC
MAJ	10C	02B	02	Judge Advocate	Ofc Judge Advocate General	Washington, DC
MAJ	10C	02B	03	Judge Advocate	Ofc Judge Advocate General	Washington, DC
CPT	10C	03A	01	Judge Advocate	Ofc Judge Advocate General	Washington, DC
CPT	10C	03A	02	Judge Advocate	Ofc Judge Advocate General	Washington, DC
MAJ	10D	01A	01	Asst Chief	Ofc Judge Advocate General	Washington, DC
CPT	10E	02A	02	Judge Advocate	Ofc Judge Advocate General	Washington, DC
LTC	10F	01	01	Chief	Ofc Judge Advocate General	Washington, DC
MAJ	10F	02	01	Asst Chief	Ofc Judge Advocate General	Washington, DC
LTC	10G	01	01	Chief	Ofc Judge Advocate General	Washington, DC
LTC	12A	01A	02	Judge Advocate	Ofc Judge Advocate General	Washington, DC
MAJ	12A	02A	01	Judge Advocate	Ofc Judge Advocate General	Washington, DC
LTC	12C	01A	01	Judge Advocate	Ofc Judge Advocate General	Washington, DC
LTC	13	01A	01	Asst Chief	Ofc Judge Advocate General	Washington, DC
MAJ	13B	02A	01	Judge Advocate	Ofc Judge Advocate General	Washington, DC
LTC	13C	01A	01	Judge Advocate	Ofc Judge Advocate General	Washington, DC
LTC	14B	01	01	Chief	Ofc Judge Advocate General	Washington, DC
LTC	14D	02	01	Judge Advocate	Ofc Judge Advocate General	Washington, DC
CPT	04	04	02	Asst SJA	MTMC Eastern Area	Bayonne, NJ
CPT	07E	02	01	Clms O Tfc B	Gulf Outport	New Orleans, LA

GRD	PARA	LINE	SEQ	POSITION	AGENCY	CITY
MAJ	20I	02	01	Leg Advisor	USA Missile Cmd	Redstone Ars, AL
CPT	20I	03	02	Leg Advisor	USA Missile Cmd	Redstone Ars, AL
CPT	20I	03	03	Leg Advisor	USA Missile Cmd	Redstone Ars, AL
CPT	05	02A	01	Legal Asst Off J	USA Watervliet Ars	Watervliet, NY
MAJ	75	01A	01	Judge Advocate	USA Dep Newcumberland	Newcumberland, PA
CPT	75	01A	01	Leg/Clms Off	USA Dep Sharpe	Lathrop, CA
CPT	75	02	01	Atty Advisor	USA Dep Tobyhanna	Tobyhanna, PA
CPT	75	02	02	Atty Advisor	USA Dep Tobyhanna	Tobyhanna, PA
MAJ	75	01A	01	Post JA	USA Depot Tooele	Tooele, UT
MAJ	75	02	01	Cmd JA	USA Depot	Corpus Christi, TX
MAJ	07	02	01	Judge Advocate	USARSCH	Moffet Field, CA
					Technology Sch	
MAJ	26D	01A	01	Legal Advisor	USA TSARCOM	St. Louis, MO
CPT	04H	04B	01	Asst SJA	USA CERCOM	Ft Monmouth, NJ
MAJ	11C	01A	01	Proc Attorney	USA ARRCOM	Rock Island, IL
MAJ	11C	01A	02	Proc Attorney	USA ARRCOM	Rock Island, IL
CPT	04H	04B	01	Asst SJA	USA CERCOM	Ft. Monmouth, NJ
CPT	04H	04B	02	Asst SJA	USA CERCOM	Ft. Monmouth, NJ
CPT	04H	04B	03	Asst SJA	USA CERCOM	Ft. Monmouth, NJ
CPT	04H	04B	04	Asst SJA	USA CERCOM	Ft. Monmouth, NJ
CPT	04H	04B	05	Asst SJA	USA CERCOM	Ft. Monmouth, NJ
CPT	04H	04B	06	Asst SJA	USA CERCOM	Ft. Monmouth, NJ
CPT	04H	04B	07	Asst SJA	USA CERCOM	Ft. Monmouth, NJ
CPT	04H	04B	08	Asst SJA	USA CERCOM	Ft. Monmouth, NJ
LTC	02	01A	01	Asst JA	HQ Ft Huachuca	Ft. Huachuca, AZ
AJ	02	01B	01	Asst JA	HQ Ft Huachuca	Ft. Huachuca, AZ
MAJ	02	01B	02	Asst JA	HQ Ft Huachuca	Ft. Huachuca, AZ
MAJ	02	01B	03	Asst JA	HQ Ft Huachuca	Ft. Huachuca, AZ
MAJ	02	01B	04	Asst JA	HQ Ft Huachuca	Ft. Huachuca, AZ
MAJ	02	01B	05	Asst JA	HQ Ft Huachuca	Ft. Huachuca, AZ
LTC	46B	02	01	Legal Off	USA Corps of Engrs	Washington, DC
MAJ	48C	03	01	Legal Off	USA Corps of Engrs	Washington, DC
CPT	57	03	02	Asst SJA	172d Inf Bde	Ft. Richardson, AK
LTC	05A	01	01	Ch Mil Affairs	USA Garrison	Ft. Bragg, NC
MAJ	05B	02	01	Defense Counsel	USA Garrison	Ft. Bragg, NC
MAJ	05B	02	01	Defense Counsel	USA Garrison	Ft. Bragg, NC
MAJ	05B	03	01	Trial Counsel	USA Garrison	Ft. Bragg, NC
CPT	05B	07	01	Defense Counsel	USA Garrison	Ft. Bragg, NC
CPT	03A	02	04	Trial Counsel	101st ABN Division	Ft. Campbell, KY
CPT	03B	02	01	Defense Counsel	101st ABN Division	Ft. Campbell, KY
MAJ	03D	01	01	Asst SJA	USA Garrison	Ft. Stewart, GA
CPT	03D	06	02	Asst SJA-DC	USA Garrison	Ft. Stewart, GA
CPT	03E	02	01	Asst SJA	USA Garrison	Ft. Stewart, GA
CPT	102	B02	01	Asst SJA-TC	USA Garrison	Ft. Stewart, GA
CPT	52C	02	02	Asst SJA	USA Garrison	Ft. Stewart, GA
MAJ	03D	02	02	Asst Judge Advocate	USA Garrison	Ft. Hood, TX
MAJ	03F	01	01	Claims Off	USA Garrison	Ft. Hood, TX
CPT	03F	03	01	Asst Claims Off	USA Garrison	Ft. Hood, TX
CPT	03B	03	01	Def Counsel	5th Inf Div	Ft. Polk, LA
CPT	03B	03	02	Def Counsel	5th Inf Div	Ft. Polk, LA
MAJ	03B	01	01	Chief	USA Garrison	Ft. Sheridan, IL
MAJ	02A	02	01	Ch Def Counsel	USA Garrison	Ft. Riley, KS
CPT	03B	07	01	Trial Counsel	USA Garrison	Ft. Carson, CO
CPT	03B	04	02	Judge Advocate	USA Garrison	Ft. Drum, NY
CPT	03B	03	02	Judge Advocate	USA Garrison	Annaville, PA
CPT	03B	03	03	Judge Advocate	USA Garrison	Annaville, PA
CPT	03B	03	02	Judge Advocate	USA Garrison	Sparta, WI
CPT	03B	03	04	Judge Advocate	USA Garrison	Sparta, WI

GRD	PARA	LINE	SEQ	POSITION	AGENCY	CITY
MAJ	03D	01	01	Ch Admin Law Br	USA Garrison	Ft. Lewis, WA
CPT	03D	03	01	Admin Law Off	USA Garrison	Ft. Lewis, WA
CPT	03E	02	02	Legal Asst Off	USA Garrison	Ft. Lewis, WA
MAJ	62C	03	01	Asst Crim Law Off	USA Forces CMD	Ft. McPherson, GA
CPT	03D	02	01	JA	USA Garrison	Ft. Buchanan, PR
CPT	31I	04	01	Instr	USA EN Center	Ft. Belvoir, VA
CPT	31I	04	02	Instr	USA EN Center	Ft. Belvoir, VA
CPT	31I	04	03	Instr	USA EN Center	Ft. Belvoir, VA
CPT	31I	04	04	Instr	USA EN Center	Ft. Belvoir, VA
CPT	31I	04	05	Instr	USA EN Center	Ft. Belvoir, VA
MAJ	05	03B	01	Asst SJA	QMC Ft Lee	Ft. Lee, VA
MAJ	04A	02A	01	Sr Def Counsel	USA Inf Cen	Ft. Benning, GA
CPT	04A	04A	01	Trial Counsel	USA Inf Cen	Ft. Benning, GA
CPT	04B	03	01	Admin Law Off	USA Inf Cen	Ft. Benning, GA
CPT	04B	03	01	Admin Law Off	USA Inf Cen	Ft. Benning, GA
CPT	04B	04	01	Admin Law Off	USA Inf Cen	Ft. Benning, GA
CPT	04B	07A	01	Claims Off	USA Inf Cen	Ft. Benning, GA
MAJ	14B	02	02	Asst SJA	USA Signal Cen	Ft. Gordon, GA
MAJ	02A	01A	01	Asst C Crim Law	USATC & Ft Jackson	Ft. Jackson, SC
CPT	02A	02	01	Trial Counsel	USATC & Ft Jackson	Ft. Jackson, SC
CPT	02A	02	02	Trial Counsel	USATC & Ft Jackson	Ft. Jackson, SC
CPT	02A	02	03	Trial Counsel	USATC & Ft Jackson	Ft. Jackson, SC
CPT	02A	02A	01	Defense Counsel	USATC & FT Jackson	Ft. Jackson, SC
CPT	02A	02A	02	Defense Counsel	USATC & Ft Jackson	Ft. Jackson, SC
CPT	02A	02A	03	Defense Counsel	USATC & Ft Jackson	Ft. Jackson, SC
CPT	02B	01A	01	Asst C Adm Civ Law	USATC & Ft Jackson	Ft. Jackson, SC
CPT	02B	02A	01	Asst Admin Law O	USATC & Ft Jackson	Ft. Jackson, SC
CPT	02B	03B	01	Civil Law Off	USATC & Ft Jackson	Ft. Jackson, SC
CPT	02B	03C	01	Legal Asst Off	USATC & Ft Jackson	Ft. Jackson, SC
CPT	02B	03C	02	Legal Asst Off	USATC & Ft Jackson	Ft. Jackson, SC
CPT	07A	03	02	Judge Advocate	AVN Center	Ft. Rucker, AL
CPT	07A	04	01	Mil Judge	AVN Center	Ft. Rucker, AL
CPT	38A	03	01	Asst SJA	USA Garrison	Ft. Chaffee, AR
MAJ	38B	01	01	Admin Law Off	USA Garrison	Ft. Chaffee, AR
MAJ	38B	02	01	Admin Law Off	USA Garrison	Ft. Chaffee, AR
CPT	30D	01B	01	Admin Law	USA AD Center	Ft. Bliss, TX
CPT	04	03A	01	Asst SJA	USA Combine Arm Cen	Ft. Leavenworth, KS
CPT	04	03A	02	Asst SJA	USA Combine Arm Cen	Ft. Leavenworth, KS
CPT	04	03A	03	Asst SJA	USA Combine Arm Cen	Ft. Leavenworth, KS
CPT	04	03A	04	Asst SJA	USA Combine Arm Cen	Ft. Leavenworth, KS
CPT	04	03A	05	Asst SJA	USA Combine Arm Cen	Ft. Leavenworth, KS
CPT	04	03A	06	Asst SJA	USA Combine Arm Cen	Ft. Leavenworth, KS
CPT	04	03A	07	Asst SJA	USA Combine Arm Cen	Ft. Leavenworth, KS
MAJ	06	02	01	Dep SJA	USA Admin Center	Ft. B Harrison, IN
CPT	06	05	01	Asst JA	USA Admin Center	Ft. B Harrison, IN
CPT	10D	06	01	Instr	USA Intel Cen Sch	Ft. Huachuca, AZ
CPT	10D	06	03	Instr	USA Intel Cen Sch	Ft. Huachuca, AZ
MAJ	12	02	01	Asst JA	ARNG TSA Cp Atterbury	Edinburg, IN
MAJ	12	02	02	Asst JA	ARNG TSA Cp Atterbury	Edinburg, IN

The SJA office at CINCPAC, Camp Smith, Hawaii, has announced an O-6 JAGC mobilization designee vacancy. Applicant must be resident of Hawaii and be an O4, O5 or O6. Inter-

ested applicants should submit DA Form 2976 directly to TJAGSA, Reserve Affairs Department, Major Rehyansky.

#### 4. Reserve Component Technical (On-Site) Training Academic Year 1981-82

The schedule printed below sets forth the training sites, dates, subjects, instructors and local action officers for the Technical (On-Site) Training program for academic year 1981-82. All judge advocate officers (active, reserve,, national Guard, and other services) are encouraged to attend the training sessions in their areas. Reserve Component judge advocates assigned to JAGSO detachments or to judge advocate sections of USAR and ARNG troop program units are required to attend the training for their geographical area (Paragraph 1-3, Appendix I, FORSCOM Reg. 350-2 and AR 135-316). Individual Ready Reserve (IRR) judge advocates (those assigned to the Control Group (Reinforcement), Mobilization Designation, Annual Training, or Standby) are encouraged to attend this training. These officers will receive two retirement points for each day of attendance. Department of the Army civilian attorneys and Reserve Component personnel who are attorneys but not judge advocates are invited. This technical training has been approved by various states for CLE credit and occasionally is co-sponsored with some other organization, for example, the Federal Bar Federal Bar Association. The local action officer will have information in this regard.

Action officers are required to coordinate with all Reserve Component units having judge

advocate officers assigned and with active armed forces installations with legal personnel, and are required to notify all members of the IRR that the training will occur in their geographical area. These actions provide maximum opportunity for interested JAGC officers to take advantage of this training.

JAGSO detachment commanders should insure that unit training schedules reflect the scheduled technical training. SJA's of other Reserve Component troop program units should insure that the unit schedule reflects that the judge advocate section will attend technical training in accordance with the below printed schedule RST (regularly scheduled training), as ET (equivalent training) or on manday spaces. It is recognized that many units providing mutual support to active armed forces installations may have to notify the SJA of that installation that mutual support will not be provided on the day(s) of instruction.

Questions concerning the on-site instructional program should be directed to the appropriate action officer at the local level. Problems which cannot be resolved by the action officer or the unit commander should be directed to Major John W. Long, Chief, Unit Training and liaison Office, Reserve Affairs Department, The Judge Advocate General's School, U.S. Army, Charlottesville, Virginia 22901 (telephones 804-293-6121, or Autovon 274-7110, Extension 293-6121).

Date	City, Host Unit And Training Site	Subject	Instructors	Action Officers Address & Phone Nos.
3 Oct 81	Little Rock, AR 32d JA Det Seymour Terry Armory (UALR Campus) 3600 Pierce Street Little Rock, AR 72204	International Law Admin & Civil Law (Tape) Criminal Law (Tape)	MAJ Sanford W. Faulkner	MAJ Donald Rebsamen Workman's Comp. Comm. Justice Building Little Rock, AR 72201 Ofc: (501) 372-3930 Hm: (501) 664-5949
4 Oct 81	St. Louis, MO 102d ARCOM Bar Assn of St. Louis Clayton Facility 7777 Bonhomme Clayton, MO	International Law Admin & Civil Law (Tape) Criminal Law (Tape)	MAJ Sanford W. Faulkner	LTC Claude McElwee Suite 200 10495 Brentwood Blvd St. Louis, MO 63117 Ofc: (314) 721-1900 Hm: (314) 997-7596
24-25 Oct 81	Chicago, IL 86th ARCOM/7th MLC	International Law Criminal Law	CPT John H. O'Dowd CPT Joseph E. Ross	CPT Mark Lukoff 8770 N. Pelham Parkway



Date	City, Host Unit And Training Site	Subject	Instructors	Action Officers Address & Phone Nos.
	AAR Conference Room Ft Sheridan, IL	Admin & Civil Law (Tape) Contract Law (Tape)		Bayside, Wisconsin 53217 Ofc: (414) 224-4805 Hm: (414) 351-0113
1 Oct 81	Hartford, CN 76 TNG DIV USAR Center 700 South Quaker Lane West Hartford, CN 06110	Contract Law International Law (Tape) Criminal Law (Tape)	LTC Daniel A. Kile	LTC Jason Pearl 19 South High Street New Britain, CN 06050 Ofc: (203) 299-1603 Hm: (203) 224-0740
31 Oct- 1 Nov 81	Boston, MA 94th ARCOM/3d MLC Bldg 1606 Hanscom Field AFB, MA	Contract Law Admin & Civil Law International Law (Tape) Criminal Law (Tape)	LTC Daniel A. Kile MAJ Joel R. Alvarey	CW4 Paul Kennedy % SJA, Ft Devens Ft Devens, MA and COL Neil J. Roche 55 W. Central Street Franklin, MA 02038 Ofc: (617) 523-2402 Hm: (617) 528-5418
7 Nov 81	Minneapolis, MN 88th ARCOM/214 MLC Marriott Hotel 1919 East 78th Street Bloomington, MN (612) 854-7441	Contract Law International Law Admin & Civil Law (Tape)	MAJ Michael J. Marchand CPT J. Henry Nolan III	Major Frederick Lambrecht 2182 Aztec Lane St. Paul, MN 55120 Ofc: (612) 725-4677 Hm: (612) 454-5418
8 Nov 81	Omaha, NE 111, 112/119 JA DETS USAR Center 21st and Woolworth Omaha, NE	International Law Criminal Law (Tape) Admin & Civil Law (Tape)	CPT J. Henry Nolan III	LTC David Kolenda 600 Keching Bldg Omaha, NE 68102 Ofc: (402) 341-0612 Hm: (402) 839-2813
8 Nov 81	Des Moines, IA 103d COSCOM USAR Center 225 East Army Post Road Des Moines, IA 50315	Contract Law Admin & Civil Law (Tape) Criminal Law (Tape)	MAJ Michael J. Marchand	CPT Michael G. Frier 8 West Howard Colfax, IA 50054 Ofc: (515) 674-3120
14-15 Nov 81	New York, NY 77th ARCOM/4th MLC (3d Mid-Atlantic Regional JA Conference) Oval Room, 43d Floor 1 World Trade Center New York, NY 10048	International Law Admin & Civil Law Criminal Law	MAJ David R. Dowell MAJ Phillip F. Koren MAJ Richard H. Gasperini	COL Milton H. Pachter % New York Port Authori- ty 1 World Trade Center, 66th Fl. (212) 466-8762 or LTC Charles (Chip) Padgett Ofc: (212) 264-8582 Hm: (516) 766-5313
5 Dec 81	Detroit, MI 70 TNG DIV POXON USAR Center 26402 West 11 Mile Road	Contract Law Admin & Civil Law International Law (Tape)	CPT James D. Murrell MAJ John F. Joyce	COL Mark A. Lough 1151 Hollywood Grosse Pointe Woods, MI 48236 Ofc: (313) 226-6070 Hm: (313) 886-3087
6 Dec 81	Indianapolis, IN 123d ARCOM Ft Benjamin Harrison Indianapolis, IN	Contract Law Admin & Civil Law Criminal Law (Tape)	CPT James D. Murrell MAJ John F. Joyce	MAJ Fred Gatzke National Labor Relations Board Office Ofc: (317) 289-7415 Hm: (317) 547-6375

Date	City, Host Unit And Training Site	Subject	Instructors	Action Officers Address & Phone Nos.
12 Dec 81	Los Angeles, CA 63d ARCOM/78th MLC Antes Restaurant 729 South Palo Verdes San Pedro, CA 90731 (213) 832-5375	Contract Law Criminal Law Admin & Civil Law (Tape)	LTC Daniel A. Kile MAJ Lee D. Schinasi	CW2 Leon Bennett % 78th JA DET, Bldg 32 Fort MacArthur, CA Ofc: (213) 831-7049/7305 or LTC Cliff Larson 704 La Miranda San Marino, CA 91108 Ofc: (213) 688-4669 Hm: (213) 284-4180
13 Dec 81	Tucson, AZ 219/220 JA DET USAR Reserve Center 1750 East 29th Street Tucson, AZ 85716	Criminal Law International Law (Tape) Contract Law (Tape)	MAJ Lee D. Schinasi	LTC Daniel F. McIlroy 101 West Jefferson Phoenix, AZ 85003 Ofc: (602) 261-5851 Hm: (602) 829-0909
13 Dec 81	Albuquerque, NM 210th JA DET USAR Center 400 Wyoming Blvd Albuquerque, NM	Contract Law Criminal Law (Tape) Admin & Civil Law (Tape)	LTC Daniel H. Kile	COL John F. McNett 3728 Camino Capistrano, NE Albuquerque, NM 87111 Ofc: (505) 844-7265 Hm: (505) 298-4760
9 Jan 82	Austin, TX 17/211 JA DETS 4601 Fairview Drive Austin, TX 78731	Criminal Law Admin & Civil Law (Tape) International Law (Tape)	MAJ Larry R. Dean	LTC Gerald Brown 4100 Briarcliff Temple, TX 76501 Ofc: (817) 778-6761 Hm: (817) 773-7120
	Dallas—Ft Worth, TX 18/20th JA DETS USAR Center 10031 E. Northwest High- way Dallas, TX 75238	Admin & Civil Law Criminal Law (Tape) International Law (Tape)	MAJ Harlan M. Heffelfinger	LTC Virgil A. Lowrie 1101 Skylark Denton, TX 76201 Ofc: (817) 387-3831/3531 Hm: (817) 382-9409
10 Jan 82	Houston, TX 14/15/144 JA DETS University of Houston School of Law Houston, TX	Criminal Law International Law (Tape)	MAJ Larry R. Dean	MAJ Michael Thobodeaux 1712 North Red Cider Cir- cle Woodlands, TX 77380 Ofc: (713) 529-0033 Hm: (713) 367-6233
10 Jan 82	Tulsa, OK 29/35 JA DETS John N. Reese Jr. USAR Center 4000 East 15th Street Tulsa, OK	Admin & Civil Law Criminal Law (Tape) International Law (Tape)	MAJ Harlan M. Heffelfinger	MAJ William G. La Sorsa 1591 Swann Drive Tulsa, OK 74120 Ofc: (918) 583-2624 Hm: (918) 585-9320
16 Jan 82	Birmingham, AL 121 ARCOM USAR Center 142 West Valley Avenue Birmingham, AL 35209	Admin & Civil Law Criminal Law (Tape)	MAJ Robert C. Stuart (USMC)	LTC Edwin "Andy" Strickland 213 Jefferson County Court- house Birmingham, AL 35263 Ofc: (205) 325-5688 Hm: (205) 322-3936
17 Jan 82	Jackson, MS 11th MLC Walter Scott USAR Center	Admin & Civil Law	MAJ Robert C. Stuart (USMC)	CPT Woodrow Golden, Jr. P.O. Box 427 Jackson, MS 39205

Date	City, Host Unit And Training Site Columbia Street Jackson, MS	Subject	Instructors	Action Officers Address & Phone Nos. Ofc: (601) 354-3456 Hm: (601) 957-1794
30 Jan 82	Seattle, WA 124th ARCOM Leisy Hall Ft Lawton, WA 98199	Contract Law Criminal Law (Tape) Admin & Civil Law (Tape)	MAJ Nicolas "Chip" Reston	LTC Thomas J. Kraft 1012 Seattle Tower 3d and University Seattle, WA 98101 Ofc: (206) 624-8822
	Vancouver, WA 104 TNG DIV Vancouver Barracks Bldg 987 Vancouver, WA 98661	International Law Criminal Law (Tape) Admin & Civil Law (Tape)	MAJ David R. Dowell	MAJ Baron C. Sheldahl 1981 Seattle Tower Portland, OR (503) 248-3089
31 Jan 82	San Francisco, CA 5th MLC 6th U.S. Army Conference Room, Bldg 35 Presidio of San Francisco San Francisco, CA	International Law Contract Law Criminal Law (Tape)	MAJ David R. Dowell MAJ Nicholas "Chip" Reston	MAJ Silvano B. Marchesi 875 Hamilton Drive Pleasant Hill, CA 94523 (415) 372-2054
2 Feb 82	Honolulu, HI HQ IX Corps (Aug) Bruyars Quadrangle 302 Maluhia Road Fort DeRussy Honolulu, HI 96815	International Law Contract Law Criminal Law (Tape)	MAJ David R. Dowell MAJ Nicolas "Chip" Reston	COL Melvin K. Soong 842 Bethel Street Honolulu, HI 96815 Ofc: (808) 548-7459 Hm: (808) 254-3374
6-7 Feb 82	Kansas City, KS 89th ARCOM Kansas City Community College 7250 State Avenue Kansas City, KS	Admin & Civil Law Criminal Law Contract Law (Tape)	MAJ Michael E. Schneider LTC William P. Greene, Jr.	LTC Loren Taylor 701 North 7th Street Kansas City, KS Ofc: (913) 371-2000, ext 307 Hm: (913) 299-0042
13-14 Feb 82	San Antonio, TX 5th U.S. Army 90th ARCOM/1st MLC El Tropicana Hotel San Antonio, TX	Contract Law Criminal Law Admin & Civil Law (Tape)	MAJ Michael J. Marchand CPT Stephen D. Smith	LTC John Compere 2000 Frost Bank Tower San Antonio, TX 78205 (512) 225-3031
20-21 Feb 82	Philadelphia, PA 79th ARCOM/153d MLC MG John W. Wurtz Memorial Army Reserve Center Willow Grove NAS Willow Grove, PA 19090	Admin & Civil Law Criminal Law Contract Law (Tape)	MAJ Dewey E. Helmcamp III MAJ Glen D. Lause	CPT Roger Schwartz 103d MLC MC Wurtz USARC Willow Grove, PA 19090 (609) 845-8735
23-24 Feb 82	Puerto Rico Conference Room HQ PRARNG San Juan, PR	Admin & Civil Law Criminal Law Contract Law (Tape) International Law (Tape)	LTC Thomas M. Crean MAJ Craig S. Schnwender	LTC Otto Riefkohl P.O. Box 949 Old San Juan Station San Juan, PR 00902 (809) 753-4899
27 Feb 82	New Orleans, LA 2d MLC USAR Center 5010 Leroy Johnson Drive New Orleans, LA 70146	Admin & Civil Law Criminal Law Contract Law (Tape)	MAJ Walter B. Huffman MAJ Larry R. Dean	CPT Bruce Shreeves One Shell Square, 43d Floor New Orleans, LA 70139 Of: (504) 522-3030 Hm: (504) 283-8629

Date	City, Host Unit And Training Site	Subject	Instructors	Action Officers Address & Phone Nos.
28 Feb 82	Memphis, TN 181/191 JA DET USAR Center 860 West California Ave Memphis, TN 38106	Criminal Law Admin & Civil Law (Tape) Contract Law (Tape)	MAJ Larry R. Dean	LTC Robert G. Drewry 251 Adams Avenue Memphis, TN 38103 Ofc: (901) 526-0542 Hm: (901) 726-4753
	Oklahoma City, OK 33/34th JA DETS USAR Center 2100 N.E. 37th Street Oklahoma City, OK 73111	Admin & Civil Law Criminal Law (Tape) International Law (Tape)	MAJ Walter B. Huffman	MAJ William H. Sullivan 1116 Rock Ridge Road Oklahoma City, OK 73120 Ofc: (405) 521-0014/0304 Hm: (405) 755-0485
6 Mar 82	Denver, CO 110/116/120 JA DET Quade Hall Fitzsimmons Army Medical Center Denver, CO 80240	International Law Admin & Civil Law Criminal Law (Tape)	MAJ Sanford W. Faulkner MAJ John F. Joyce	LTC Steven P. Kinney II 1718 Gaylord Street Denver, CO 80206 Ofc: (303) 320-1005 HM: (303) 422-4637
7 Mar 82	Salt Lake City, UT 87th MLC Building 102 Ft Douglas, UT 84113	International Law Admin & Civil Law Contract Law (Tape)	MAJ Sanford W. Faulkner MAJ John F. Joyce	MAJ R.H. Nixon P.O. Box 17111 Saltlake City, UT 84117 Ofc: (801) 363-7900 ext 844 Hm: (801) 278-5897
13-14 Mar 82	Atlanta, GA 81st ARCOM/213th MLC Airport Ramada Inn 845 North Central Avenue Hopeville, GA	Admin & Civil Law Contract Law Criminal Law (Tape)	CPT Mark A. Steinbeck MAJ Michael J. Marchand	MAJ Willard (Bill) Timm 2543 Rockwood Way Stone Mountain, GA 30087 Ofc: (404) 221-6077 Hm: (404) 469-4306
20 Mar 82	Richmond, VA 80th TNG DIV USAR Center 6700 Strathmore Road Richmond, VA 23234	Admin & Civil Law Criminal Law (Tape)	CPT Paul "Ben" Anderson, Jr.	MAJ C. Thomas Mustian 1500 Forrest Avenue Kroger Center, Box K-53 Richmond, VA 23288 (804) 235-3807
21 Mar 82	Miami, FL 168/172 JA DET University of Miami  Coral Gables, FL	Admin & Civil Law Criminal Law (Tape)	CPT Paul "Ben" Anderson, Jr.	LTC Lawrence G. Lilly Assist. District Counsel Room 1502, Federal Office Bldg 51 S.W. First Avenue Miami, FL 33130 Ofc: (305) 350-4720 Hm: (305) 253-9450
27 Mar 82	Pittsburgh, PA 98th ARCOM/42d MLC Malcom Hay USAR Center  950 Saw Mill Run Blvd Pittsburgh, PA	Admin & Civil Law Criminal Law Contract Law (Tape)	CPT Timothy J. Grendell MAJ Lee D. Schinasi	CPT Ernest B. Orsatti 219 Fort Pitt Road Pittsburgh, PA 15222 Ofc: (412) 281-3850 Hm: (412) 367-1027
28 Mar 82	Harrisburg, PA 184th JA DET New Cumberland Army Depot New Cumberland, PA	Admin & Civil Law Criminal Law International Law (Tape)	CPT Timothy J. Grendell MAJ Lee D. Schinasi	MAJ John C. Carr U.S. Nuclear Reg. Comm. Washington, D.C. 20555 Ofc: (301) 492-8133 Hm: (301) 492-7312
3-4 Apr 82	Columbia, SC 120th ARCOM/12th MLC 3d Regional JA Conf. Main Auditorium	Admin & Civil Law Criminal Law International Law (Tape)	LTC Thomas M. Crean MAJ(P) Owen D. Basham	LTC Mark B. Whitaker, Jr. P.O. Box 764 Columbia, SC 29218 Ofc: (803) 748-3399

Date	City, Host Unit And Training Site	Subject	Instructors	Action Officers Address & Phone Nos. Hm: (803) 787-0926
	School of Law University of SC Columbia, SC			
17 Apr 82	Columbus, OH 83d ARCOM/9th MLC Conference Room Bldg 306 Defense Construction Supply Center Columbus, OH	Contract Law Criminal Law Admin & Civil Law (Tape)	CPT Julius Rothlein MAJ Glen D. Lause	MAJ Dennis Schultz 18606 Boerger Road Marysville, OH 43040 Ofc: (513) 642-4070 Hm: (503) 644-4572
18 Apr 82	Louisville, Ky 100 TNG DIV Hanger #7 Bowman Field Louisville, KY 40205	Contract Law Criminal Law Admin & Civil Law (Tape)	CPT Julius Rothlein MAJ Glen D. Lause	MAJ Robert Harrison Route 4 Scottsville, KY 42164 Ofc: (502) 237-4522 Hm: (502) 622-4338
24-25 Apr 82	Washington, D.C. 97th ARCOM/10th MLC Southern Maryland Memorial USAR Center Dower House Road Washington, D.C. 20315	Admin & Civil Law Criminal Law International Law (Tape)	CPT Timothy J. Grendell MAJ Lee D. Schinasi	LTC George R. Borsari 6107 Princeton Avenue Glen Echo, MD 20768 Ofc: (202) 296-8900 Hm: (301) 299-4555

## CLE NEWS

### 1. Resident Course Quotas

Attendance at resident CLE courses conducted at The Judge Advocate General's School is restricted to those who have been allocated quotas. Quota allocations are obtained from local training offices which receive them from the MACOM's. Reservists obtain quotas through their unit or RCPAC if they are non-unit reservists. Army National Guard personnel request quotas through their units. The Judge Advocate General's School deals directly with MACOM and other major agency training offices. Specific questions as to the operation of the quota system may be addressed to Mrs. Kathryn R. Head, Nonresident Instruction Branch, The Judge Advocate General's School, Army, Charlottesville, Virginia 22901 (Telephone: AUTOVON 274-7110, extension 293-6286; commercial phone: (804) 293-6286; FTS: 938-1304).

### 2. TJAGSA CLE Courses

October 5-7: 3rd Legal Aspects of Terrorism (5F-F43).

October 13-16: 1981 Worldwide JAGC Conference.

October 19-December 19: 97th Basic Course (5-27-C20).

October 26-29: 4th Claims (5F-F26).

November 2-6: 10th Defense Trial Advocacy (5F-F34).

November 16-20: 9th Legal Assistance (5F-F23).

November 30-December 11: 90th Contract Attorneys (5F-F10).

January 4-8: 18th Law of War Workshop (5F-F42).

January 4-15: 2nd Administrative Law for Military Installations (5F-F24).

January 11-15: 1982 Government Contract Law Symposium (5F-F11).

January 21-23: JAG USAR Workshop.

January 25-29: 64th Senior Officer Legal Orientation (5F-F1).

January 25-April 2: 98th Basic Course (5-27-C20).

February 8-12: 3rd Prosecution Trial Advocacy (5F-F32).

February 22-March 5: 91st Contract Attorneys (5F-F10).

March 8-12: 10th Legal Assistance (5F-F23)

March 22-26: 21st Federal Labor Relations (5F-F22).

March 29-April 9: 92nd Contract Attorneys (5F-F10).

April 5-9: 65th Senior Officer Legal Orientation (5F-F1).

April 20-23: 14th Fiscal Law (5F-F12).

April 26-30: 12th Staff Judge Advocate (5F-F52).

May 3-14: 3d Administrative Law for Military Installations (5F-F24).

May 12-14: 4th Contract Attorneys Workshop (5F-F15).

May 17-20: 10th Methods of Instruction.

May 17-June 4: 24th Military Judge (5F-F33).

May 24-28: 19th Law of War Workshop (5F-F42).

June 7-11: 67th Senior Officer Legal Orientation (5F-F1).

June 21-July 2: JAGSO Team Training.

June 21-July 2: BOAC (Phase VI-Contract Law).

July 12-16: 4th Military Lawyer's Assistant (512-71D/20/30).

July 19-August 6: 25th Military Judge (5F-F33).

July 26-October 1: 99th Basic Course (5-27-C20).

August 2-6: 11th Law Office Management (7A-713A).

August 9-20: 93rd Contract Attorneys (5F-F10).

August 16-May 20, 1983: 31st Graduate Course (5-27-C22).

August 23-25: 6th Criminal Law New Developments (5F-F35).

September 13-17: 20th Law of War Workshop (5F-F42).

September 20-24: 68th Senior Officer Legal Orientation (5F-F1).

October 12-15: 1982 Worldwide JAGC Conference.

October 18-December 17: 100th Basic Course (5-27-C20).

### 3. Mandatory CLE.

Effective 1 July 1981, South Carolina imposed a mandatory continuing legal education (MCLE) program.

On 13 August 1981, TJAGSA was accorded CLE sponsor status. All members of the South Carolina Bar, who are also members of active or Reserve Components, may attend and report for CLE credit TJAGSA sponsored courses.

Although the School is an accredited sponsor, it is the responsibility of each individual member to keep abreast of CLE requirements and properly report attendance to the South Carolina Bar.

### 4. Civilian Sponsored CLE Courses

#### December

3-4: PLI, Equipment Leasing, Los Angeles, CA.

3-4: PLI, Nuclear Litigation, New York City, NY.

3-4: SLF, Police Management, Dallas, TX.

4: HICLE, Criminal Justice, Honolulu, HI.

4-5: GICLE, Georgia School Law, Atlanta, GA.

6-11: NJC, Administrative Law Procedure, Reno, NV.

6-11: NJC, Search and Seizure, Reno, NV.

6-12: NYULT, Federal Taxation, Phoenix, AZ.

6-18: NJC, Decision Making: Process, Skills and Techniques Advanced Antitrust Seminar, New York City, NY.

7-11: FPI, The Skills of Contract Administration, Orlando, FL.

8: OLCI, Estate Administration, Toledo, OH.

10: NCAJ, Regulatory Flex, Act & Equal Access to Justice Act, Washington, DC.

10-13: NCCD: The Criminal Trial, Atlanta, GA.

11: NYSBA, Art of Discovery, Buffalo, NY.

11: OLCI, Estate Administration, Cincinnati, OH.

11: GICLE, Industrial Development Revenue Bonds, Atlanta, GA.

13: NYSBA, Proof of Damages, Long Island, NY.

13-18: NJC, Court Administration, Reno, NV.

13-18: NJC, Evidence, Reno, NV.

14-15: PLI, Title Insurance, Los Angeles, CA.

15: OLCI, Estate Administration, Cleveland, OH.

16-19: NLADA, NLADA 59th Annual Conference, San Francisco, CA.

17-18: PLI, EEO Litigation, San Francisco, CA.

17-18: PLI, Federal Consumer Credit Regulation, Los Angeles, CA.

18: OLCI, Estate Administration, Columbus, OH.

For further information on civilian courses, please contact the institution offering the course, as listed below:

AAA: American Arbitration Association, 140 West 51st Street, New York, NY 10020.

AAJE: American Academy of Judicial Education, Suite 437, 539 Woodward Building, 1426 H Street NW, Washington, DC 20005. Phone: (202) 783-5151.

ABA: American Bar Association, 1155 E. 60th Street, Chicago, IL 60637.

AICLE: Alabama Institute for Continuing Legal Education, Box CL, University, AL 36486.

AKBA: Alaska Bar Association, P.O. Box 279, Anchorage, AK 99501.

ALIABA: American Law Institute-American Bar Association Committee on Continuing Professional Education, 4025 Chestnut Street, Philadelphia, PA 19104.

ARKCLE: Arkansas Institute for Continuing Legal Education, 400 West Markham, Little Rock, AR 72201.

ATLA: The Association of Trial Lawyers of America, 1050 31st St., N.W. (or Box 3717), Washington, DC 20007

BNA: The Bureau of National Affairs Inc., 1231 25th Street, N.W., Washington, DC 20037.

CALM: Center for Advanced Legal Management, 1767 Morris Avenue, Union, NJ 07083.

CCEB: Continuing Education of the Bar, University of California Extension, 2150 Shattuck Avenue, Berkeley, CA 94704.

CCH: Commerce Clearing House, Inc., 4025 W. Peterson Avenue, Chicago, IL 60646.

CCLE: Continuing Legal Education in Colorado, Inc., University of Denver Law Center, 200 W. 14th Avenue, Denver, CO 80204.

CLEW: Continuing Legal Education for Wisconsin, 905 University Avenue, Suite 309, Madison, WI 53706.

DLS: Delaware Law School, Widener College, P.O. Box 7474, Concord Pike, Wilmington, DE 19803.

FBA: Federal Bar Association, 1815 H Street, N.W., Washington, DC 20006. Phone: (202) 638-0252.

**FJC:** The Federal Judicial Center, Dolly Madison House, 1520 H Street, N.W., Washington, DC 20003.

**FLB:** The Florida Bar, Tallahassee, FL 32304.

**FPI:** Federal Publications, Inc., Seminar Division Office, Suite 500, 1725 K Street NW, Washington, DC 20006. Phone: (202) 337-7000.

**GICLE:** The Institute of Continuing Legal Education in Georgia, University of Georgia School of Law, Athens, GA 30602.

**GTULC:** Georgetown University Law Center, Washington, DC 20001.

**HICLE:** Hawaii Institute for Continuing Legal Education, University of Hawaii School of Law, 1400 Lower Campus Road, Honolulu, HI 96822.

**ICLEF:** Indiana Continuing Legal Education Forum, Suite 202, 230 East Ohio Street, Indianapolis, IN 46204.

**ICM:** Institute for Paralegal Training, 235 South 17th Street, Philadelphia, PA 19103.

**KCLE:** University of Kentucky, College of Law, Office of Continuing Legal Education, Lexington, KY 40506.

**LSBA:** Louisiana State Bar Association, 225 Baronne Street, Suite 210, New Orleans, LA 70112.

**LSU:** Center of Continuing Professional Development, Louisiana State University Law Center, Room 275, Baton Rouge, LA 70803.

**MCLNEL:** Massachusetts Continuing Legal Education—New England Law Institute, Inc., 133 Federal Street, Boston, MA 02108, and 1387 Main Street, Springfield, MA 01103.

**MIC:** Management Information Corporation, 140 Barclay Center, Cherry Hill, NJ 08034.

**MOB:** The Missouri Bar Center, 326 Monroe, P.O. Box 119, Jefferson City, MO 65102.

**NCAJ:** National Center for Administration of Justice, Consortium of Universities of the Washington Metropolitan Area, 1776

Massachusetts Ave., NW, Washington, DC 20036. Phone: (202) 466-3920.

**NCATL:** North Carolina Academy of Trial Lawyers, Education Foundation Inc., P.O. Box 767, Raleigh, NC. 27602.

**NCCD:** National College for Criminal Defense, College of Law, University of Houston, 4800 Calhoun, Houston, TX 77004.

**NCDA:** National College of District Attorneys, College of Law, University of Houston, Houston, TX 77004. Phone: (713) 749-1571.

**NCJFCJ:** National Council of Juvenile and Family Court Judges, University of Nevada, P.O. Box 8978, Reno, NV 89507.

**NCLE:** Nebraska Continuing Legal Education, Inc., 1019 Sharpe Building, Lincoln, NB 68508.

**NCSC:** National Center for State Courts, 1660 Lincoln Street, Suite 200, Denver, CO 80203.

**NDAA:** National District Attorneys Association, 666 North Lake Shore Drive, Suite 1432, Chicago, IL 60611.

**NITA:** National Institute for Trial Advocacy, William Mitchell College of Law, St. Paul, MN 55104.

**NJC:** National Judicial College, Judicial College Building, University of Nevada, Reno, NV 89507.

**NLADA:** National Legal Aid & Defender Association, 1625 K Street, NW, Eighth Floor, Washington, DC 20006. Phone: (202) 452-0620.

**NPI:** National Practice Institute Continuing Legal Education, 861 West Butler Square, 100 North 6th Street, Minneapolis, MN 55403. Phone: 1-800-328-4444 (In MN call (612) 338-1977).

**NPLTC:** National Public Law Training Center, 2000 P Street, N.W., Suite 600, Washington, D.C. 20036

**NWU:** Northwestern University School of Law, 357 East Chicago Avenue, Chicago, IL 60611



**NYSBA:** New York State Bar Association, One Elk Street, Albany, NY 12207.

**NYSTLA:** New York State Trial Lawyers Association, Inc., 132 Nassau Street, New York, NY 12207.

**NYULT:** New York University, School of Continuing Education, Continuing Education in Law and Taxation, 11 West 42nd Street, New York, NY 10036.

**OLCI:** Ohio Legal Center Institute, 33 West 11th Avenue, Columbus, OH 43201.

**PATLA:** Pennsylvania Trial Lawyers Association, 1405 Locust Street, Philadelphia, PA 19102.

**PBI:** Pennsylvania Bar Institute, P.O. Box 1027, 104 South Street, Harrisburg, PA 17108.

**PLI:** Practising Law Institute, 810 Seventh Avenue, New York, NY 10019. Phone: (212) 765-5700.

**SBM:** State Bar of Montana, 2030 Eleventh Avenue, P.O. Box 4669, Helena, MT 59601.

**SBT:** State Bar of Texas, Professional Development Program, P.O. Box 12487, Austin, TX 78711.

**SCB:** South Carolina Bar, Continuing Legal Education, P.O. Box 11039, Columbia, SC 29211.

**SLF:** The Southwestern Legal Foundation, P.O. Box 707, Richardson, TX 75080.

**SMU:** Continuing Legal Education, School of Law, Southern Methodist University, Dallas, TX 75275.

**SNFRAN:** University of San Francisco, School of Law, Fulton at Parker Avenues, San Francisco, CA 94117.

**UHCL:** University of Houston, College of Law, Central Campus, Houston, TX 77004.

**UMLC:** University of Miami Law Center, P.O. Box 248087, Coral Gables, FL 33124.

**UTCLE:** Utah State Bar, Continuing Legal Education, 425 East First South, Salt Lake City, UT 84111.

**VACLE:** Joint Committee of Continuing Legal Education of the Virginia State Bar and The Virginia Bar Association, School of Law, University of Virginia, Charlottesville, VA 22901.

**VUSL:** Villanova University, School of Law, Villanova, PA 19085.

## Current Materials of Interest

### 1. Articles

Larry P. Boyd, *The Hyde Amendment: New Implications for Equal Protection Claims*, 33 Baylor L. Rev. 295 (1981) (federal funding of abortions).

Orscini L. Beard, *Tax-Inspired Divorces*, 6 So. Univ. L. Rev. 193 (1980).

La'Verne Denise Wiley, *A Change of Custody: Determining the Best Interest of the Child*, 6 So. Univ. L. Rev. 279 (1980).

Emmett J. McMahon, *The Miranda Prohibition: A Narrowing Standard to Control Police Conduct*, 60 Neb. L. Rev. 416 (1981).

Mark Q. Connelly, *Secrets and Smoke-screens: A Legal and Economic Analysis of Government Disclosures of Business Data*, 1981 Wisc. L. Rev. 207.

### 2. Regulations.

NUMBER	TITLE	CHANGE	DATE
AR 15-6	Procedure for Investigating Officers and Boards of Officers	1	15 Jun 81
AR-27-20	Claims	17	15 Aug 81

NUMBER	TITLE	CHANGE	DATE
AR 37-21	Establishing and Recording of Commitments and Obligations	1	1 Jul 81
AR 60-20	Exchange Service Operating Policies	901	26 Jun 81
AR 135-91	Army National Guard and Army Reserve Service Obligations, Methods of Fulfillment Participation Requirements and Enforcement Procedures	I04	1 Aug 81
AR 135-155	Promotion of Commissioned Officers and Warrant Officers Other than General Officers	901	19 Jun 81
AR 140-10	Army Reserve: Assignments, Attachments, Details, and Transfers	906	29 May 81
AR 140-10	Assignments, Attachments, Details and Transfers	5	1 Jul 81
AR 140-158	Enlisted Personnel Classification, Promotion, and Reduction	905	19 Jun 81
AR 190-5	Military Police: Motor Vehicle Traffic Supervision	901	10 Jun 81
AR 210-1	Private Organizations on Department of the Army Installations		15 Jul 81
AR 230-2	Personnel Policies and Procedures	2	1 Jun 81
AR 310-2	Identification and Distribution of DA Publications and Issue of Agency and Command Administrative Publications	4	12 Jul 76
AR 380-25	Foreign Visitors and Accreditations	901	14 Aug 81
AR 500-60	Disaster Relief		1 Aug 81
AR 600-29	Fund-Raising Within the Department of the Army	3	15 May 81
AR 600-85	Alcohol and Drug Abuse Prevention and Control Program (ADAPCP) Education and Training in Alcohol and Drug Abuse Prevention	901	25 Jun 81
AR 600-200	Enlisted Personnel Management System	902	19 Jun 81
AR 600-200	Enlisted Personnel Management Systems	I04	7 Aug 81
AR 601-100	Appointment of Commissioned and Warrant Officers in the Regular Army		15 Aug 81
AR 608-20	Voting by Personnel of the Armed Forces		15 Aug 81
AR 623-205	Enlisted Evaluation Reporting System		15 Jun 81
AR 624-100	Promotion of Officers on Active Duty	902	10 Jul 81
AR 635-5	Separation Documents	1	1 Jul 81
AR 635-100	Officer Personnel	I04	17 Jul 81
AR 635-100	Officer Personnel	903	19 Jun 81
DA Pam 27-174	Jurisdiction of Courts-Martial	2	15 Jul 81
DA Pam 550-42	Peru: A Country Study		Jul 81
DA Pam 550-46	Area Handbook for Panama		1980

### 3. Message.

231230Z Jul 81, from HQDA (DAJA-PT), WASH DC

Subject: Fully Funded Legal Education Program

The Army's Funded Legal Education Program (FLEP) permits 25 active duty Army of-

ficers to attend law school each year at Government expense while on active duty. The regulation governing the program (AR 351-22) is under revision. The FLEP program for school year 82-83 will be administered under the revised regulation. This message provides notice of changed application requirements.

Applications must be received by 1 November 1981. This earlier date is necessary to permit selected officers to meet application deadlines

of law schools. The items to be included as part of the application remain the same as under the current regulation.

**DA Pam 27-50-105**

**By Order of the Secretary of the Army:**

**Official:**

**ROBERT M. JOYCE**  
*Brigadier General, United States Army*  
*The Adjutant General*

**E. C. MEYER**  
*General, United States Army*  
*Chief of Staff*

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